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DESPATCHES FROM UNITED STATES CONSULS IN SHANGHAI, 1847-1906

Volume 45

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INTRODUCTORY NOTE

The volume microcopied on this roll has the following backstrip title: "45 / Shanghai / January 3, 1899 / June 30, 1899 / Department / of State." It contains despatches, with enclosures, addressed to the Department of State from United States consular officials at Shanghai, China, between October 13, 1898, and June 30, 1899. The contents are registered on Roll 1 of the microcopy.

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To be bound in front of Vol. 45

No. 178

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REC'D
NOV 17 '98
DEPT. OF STATE

Consulate-General of the United States,

Shanghai Oct 13, 1898.

Mr. Goodnow

To the Department of State.

See instruction of Oct 15, 1900

3rd. ASST. SECRETARY
NOV 18 1898

Subject:

Canton Consulate.

Abstract of Contents.

Enclosing 48 exhibits.

No. 128

Consulate-General of the United States,

Shanghai, Oct. 13 1898. , 189 .

Honorable John B. Moore,

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to report as follows in reply to your No. 68 of July 30th. On my arrival at Canton, I went at once with my Interpreter, Rev. Dr. Hykes, to see the Viceroy, who received us with every courtesy although on account of illness not ordinarily attending to any business. After our talk with him I got from the Consulate so far as possible all the documents bearing on the matters of complaint brought up in the talk as well as in the paper forwarded to you , and enclosed in your No. 68. I was much hampered by the fact that no letterpress copies were kept of letters sent to Chinese officials; also no English letter had generally been written either as a check on the Interpreter or to be sent to the Chinese official as the real letter of which the Chinese accompanying would be only a translation.

I- The Proclamations. I enclose you herewith marked I, 2&3 translations and copies in Chinese of the original proclamation complained of to you, and a letter written by the Consul to the Magistrate in regard thereto, and a proclamation such as was posted at several missionary establishments. The property mentioned in this proclamation at one time belonged

to Russell & Co., an American firm, who sold it to Chinese with a warranty deed which the Consul evidently construed as guaranteeing to the holders American protection for all time. In this matter I think the Consul merely exaggerated his authority to issue proclamations; and in this matter the enmity of the Viceroy runs against the Interpreter, Chung, whom the Viceroy says knew well the impropriety of such proclamations.

I have written H.R.Williams, Vice consul in charge " An American Consul has no jurisdiction over any ones but Americans.Should it be necessary to have a proclamation posted on American property on Chinese territory the proper way is to ask the Chinese authority to issue such proclamation. Only in case of extreme urgency is any other course proper. It is the province of the U.S.Minister to direct in political matters.Consuls work under him". Of this instruction I respectfully ask your approval.

2- Mrs. Mah's case. In this case Mrs. Mah, a Chinese woman born in America, afterwards married to a Chinese subject, and now resident in Hongkong, brought suit againstCheng Chi-poh, manager of a drug house in Canton, for taels 100000(U.S.gold $65000.)on a note (4). This case was refused by Consul Hunt at Hongkong, Vice Consul Alf at Canton, and Consul General Wildman at Hongkong.Mrs. Mah says (5) she agreed to pay what the Consul would think right on amount collected. Mr. Chung says (47) that Mrs Mah agreed in his presence to pay the Consul 20 o/o of amount collected. Consul Bedloe first summoned Cheng Chi Poh to the Consulate and interrogated him. Cheng Chi Poh(6) and the Consul (7)and Mr Chung(47) tell practically the same story. Cheng Chi Poh

denied the genuineness of the note and was confined in the Consulate some time,(how long is immaterial), and was sent by the Consul in a chair with an attendant from the Consulate to the native prison to be confined there. He bribed the bearers and the attendant and escaped. He would not talk to me except with a large number of his friends around to see that he was not kidnapped. The Consul sent (7) to the Magistrate asking arrest of the Chinese and (8) asked arrest of a brother of Cheng Chi Poh for contempt of the Consular Court and demanded the seizure of the shop and sale thereof and that the money be at once turned over to Mrs. Mah. The magistrate, finding that Cheng Chi Poh denied liability, set a day for trial, when the Consul demanded that he(the Consul) should sit as Associate Judge which the Magistrate denied butasked him to be present and hear the trial so that an appeal could be taken if advisable. In this view, the Viceroy(9) upheld the Magistrate and criticized the Consul for arresting Chinese subjects. I enclose (IO) as showing the style of dispatch to which the Chinese strongly objected. In consequence of this refusal to allow the Consul to sit as a coequal Judge, the Consul went to the house of the Magistrate very angry and made a scene.This he has admitted to me. The Viceroy told me that afterward the Consul threatened that a gunboat would be at Canton unless the money was paid at once. Color is given to this statement by(II) which is a memo in the Consul's handwriting of a letter which and of a threatening character.The matter was in this condition when I reached Canton. I saw Mrs Mah several times and she acknowledged to me that she had married a Chinese and that she knew that this had lost her American citizenship. I wrote the Consul

that the case could not be carried on as an American case as Mrs Mah after her marriage and removal from the United States had lost her character as an American citizen. I also showed him that her story of the loan was improbable as she claimed that she took taels I00000 in currency from Hongkong to Canton and would not tell from what banks or places she had drawn this large amount of money nor how a woman known as a prostitute had amassed so much money; and had loaned it at Canton to a man she had never seen before. At the request of the Consul I wrote (I2) to the Viceroy disposing of the case so far as we are concerned. I would respectfully ask your approval of this letter. The case was of much public notoriety in Hongkong and Canton and was hurting our prestige greatly among both Chinese and foreigners. It seemed to me to require prompt settlement. I wrote Vice Consul Williams "An American Consul has no business in any other than cases involving American interests and should promptly take direction of his superior officers as to those and when possible should have directions from the Dep't before making any demands on Chinese. He is not entitled to charge any fee for his official actions except as specified in the Tariff of Fees and the Regulations".

3- Calls? The Viceroy complained to us in regard to his treatment by the Consul in regard to calls. Apparently the Consul refused to receive anything but a written notice of the Viceroy's desire to call at a given time and also refused to receive the Viceroy except between I0 A.M. and 4 P.M. although the other Consuls were in the habit of receiving the Viceroy, who is very old, at whatever time was convenient to him to come. (I3) is a draft of a letter which was sent but no copy kept.

4- The Kerosene case.The Viceroy laid great stress on the way he was treated in the matter of kerosene oil.It appears that some society or guild advertised that the use of kerosene oil caused the plague. The Consul demanded that the Viceroy issue a proclamation that the use of kerosene oil did not cause the plague. The Viceroy said to me" How could I as Viceroy lower myself to answer in an official proclamation the foolish talk of a newspaper?" He declined to issue such proclamation himself but did instruct the Magistrate of the district where the newspaper was published to issue such proclamation. This was done in such a way, I am informed, that the Chinese understood it as issued in deference to the "childishness" of the American Consul.(I4) shows what the Viceroy did. (I5) are the dispatches to which the Viceroy naturally objected. I commend them to your careful reading. I saw Mr. Wheeler,the Agent of the Standard Oil Co. in Hongkong for that region who said to me that he did not consider that this newspaper article hurt their trade and had not asked the Consul to do anything about it but on the other hand was sorry that any friction had been made with the Viceroy in this matter.Dr. Bedloe has said to me verbally that these letters contained expressions stronger than he had dictated. Chung on the other hand declares that they were read over to the Consul before they were sent and that they do not contain certain strong expressions which the Consul desired in.No English letter was ever written to the Viceroy.I have written Vice Consul Williams " In writing to a Chinese Official write and send

an English letter. Have the Interpreter put his initials (at least) on the Chinese letter which goes with your English letter as a translation".Have every letter copied in letter press books".

When I returned to Honghong other charges were brought to me which I declined to consider without direct instructions from you which I received by wire. (I6) (I7) (I8) (I9) (20) contain all the affidavits and papers in regard to Dr. Beede's complaint. Dr. Beede, who is a brother-in-law of the Consul General Wildman at Hongkong, and a nephew of Senator Stewart, is interested with an Englishman and certain Chinese in a scheme to get a franchise to build a bund and obtain certain wharfage in Canton. The Company is registered as an American Company. Dr. Beede certainly had to pay to Chung, who says he was ordered to make the charge by the Consul and to whom the money was paid in the presence of the Consul, $500.in cash and a note for $500.(which note (20) was, when I was in Canton, in the consular safe,) for drawing up the petition to the Viceroy in the matter. The ordinary attorney's fee for drawing such a petition is taels 50. Dr. Beede claims, and truly, that he receives no help from the American consul. Whether he should receive such help or not is another question.

6- (21) (22) and (23) are the complaints of Mrs Falconer. One of Mrs Falconer's pupils (a Chinese) was arrested. I believe, but have no proof, that the boy's relatives agreed to pay Mrs Falconer in the neighborhood of $3000. if she could get the boy released. Apparently Chung found this out and demanded a large proportion of this for any work he might do towa rd this end. The case was a purely Chinese one and the Consul could not interfere in it.

7- (24) is Dr. Hagar's statement. In brief, two school houses were burned. The damage in one case was $380. and in the other $I000. Dr. Hagar claims and the Consul has verbally admitted this to me, that the Consul wrote a dispatch telling the Viceroy that he must pay $I000 for the first damage and $I5000. for the second. Up to the time I left Canton no definite claim for damages had been sent to the Viceroy in the matter. I have said to Vice Consul Williams that punitive damages are not in the purview of a consul but should only be demanded on direct instructions from the Dep't or the U.S.Minister.

8- Absences. (25) is the record the Commissioner of Customs has of the arrivals and departures of Dr. Bedloe at Canton. This is necessarily incomplete, the Commissioner (an American) tells me, from the fact that the Consul had given general instructions to the pursers of steamers on that run not to enter his name on the passenger list. This seems to me a trifling matter. Canton is very hot in the summer time and the trip from Canton to Hongkong and return is the only possible relief and change.

9- Mr. Chung (44) says that he made a canvass of the Yamens in the interest of Mr. Sylvester, a member of Spitzel & Co. who desired to sell arms to the Chinese. Chung says he was to receive a commission and was ordered by the Consul to do this work but did not receive any pay. The Commissioner of Customs complained to me informally of the American steamer Abbie registered in the name of Mr. Sylvester. This boat had cleared from Canton with guns and ammunition as part of her cargo. Sylvester had given bond

with Spitzel & Co. as surety that the arms would go to Singapore and be unloaded there. Instead, they were taken to Luzon and at least in part delivered to the insurgents before the steamer and the remainder of the cargo were seized by Admiral Dewey.Of the arms sold to the Chinese authorities in Canton, half the purchase price had been paid in cash and notes for the remainder were in the consular safe for collection on Sept. 26. On Sept. 28 the Consul sent a telegram(26) to the Minister at Peking urging him to ask the Tsungli Yamen to direct the Viceroy at Canton to pay these notes to Isaacs, an innocent holder of these notes. Isaacs (whoever he may be) was not the owner of the notes the day before they were due. The firm of Spitzel & Co. [redacted] not registered as an American firm but Mr. Sylvester is an American.

IO- Chinese landing certificates.

(27) (28) (29) (30) and (3I)relate to the issue of two certificates for Chinese to land in the United States.This matter is also dealt with in Mr. Chung's statement (47).These two men got the certificates by sending to the Consulate $I65. Mex. each. Apparently neither went to the Consulate and neither went to any Chinese official for permission to leave China. I would call your attention to the form of the certificates which do not seem to contemplate any permission or signature of any Chinese official. I have written Vice Consul Williams " In the matter of Chinese certificates the instructions of paragraphs 368-374 C.R.I896 should be scrupulously followed. Note especially the second sentence in 373. The fee for visaing is $I. gold and is official."

(32) (33) and (34) are in regard to seven certificates which were shown to me and were the same form as the ones mentioned a bove. It will be again noted that

the seven boys in question did not go to the Consulate nor to any Chinese official. They all got their permits through one man and paid$1205. Mex. to the Consul and $57. to the Interpreter. Of this amount $1155. has been paid back by the Consul. I have stated to these boys as to others that if they desire to go to the United States they must first go to the proper Chinese official and bring the permit in proper form from him and satisfy the Consul of the truth of the statements therein but that they were not to pay the Consul or any of the Consulate force more than $1. gold for each certificate. (35) and (36) relate to three more of the same kind of certificates. In this case Yang Kee, an employee of the Pacific Mail Steamship Co. in Hongkong [illegible] went to Canton and got the certificates by paying to the Consul $465. Mex. for them. Yang Kee, on account of his employment, was unwilling to sign a statement but I have written the substance of what he told me. When I returned the certificates to Mr. Van Buren, the Agent of that Line, he told me that the Consul had given him the $465. to be returned tothe parties who paid it. In justice to Mr. VanBuren I must say that I believe that he has protested vigorously several times against the manner in which Chinese certificates were being issued in Canton both in person and by letter and that hetold Chinese that such certificates were not good and that they should not pay such amounts as were asked. From what I find I believe he is anxious to only take over such Chinese as are clearly entitled to admission. (37) is the form of certificate in use in Canton during Consul Seymour's adminfstration . (38) to (45) inclusive are letters from the Chinese Customs Commissioner in which he protests against the

applications being made to the consulate first and urges that the proper method is for the applicants to apply to him and that the province of the Consul is simply to visa the permits as signed by him or to refuse to visa such applications as are untrue.

The general gossip in Canton and Hongkong is practically as stated by Mr. Chung (47). It is believed that an arrangement was made between the Hoppo and the Consul that the price of a permit was to be taels Ioo ($I40. Mex.) each; that the one to whom the applicant chanced to come first should make out the permit and send it to the other for final signature and send with it in a separate envelope $50. It will be seen the the first man would get the larger proportion. In some way this gave rise to dispute and each refused to sign for the other. Prior to this dispute over Ioo certificates had been issued under the arrangement. After this dispute the Consul issued certificates without any permission from the Chinese officials. No record was kept of these permits and I am positive that they were not based on any permit from any Chinese official. As these latter permits could be gotten more quickly and with less trouble, the price went up and from $I65 to $200. was paid. In Hongkong formerly $25. was charged for visaing such certificates; now on each certificate is stamped " Fee for visaing $I. U.S.gold". Dr. Bedloe first told me that he had charged $25. each as was done at Hongkong. When I found that larger sums had been charged he admitted it and later offered to get new permits or return the money to those who had complained to me. To my knowledge he has returned $465. through Van Buren and $II55. through Hager.

II- Chung's answers.(46 and (47).

It will be noted that 46 is written Sept. I7 and 47

was written Sept. 23. Between these dates I had seen the Viceroy who referred to Chung with the greatest bitterness;constantly calling him "that thing" or "that that", both terms of contempt and contumely among Chinese.Chung on hearing of this became alarmed for his personal safety should he be dropped from consular employ which he recognized must be done. He asked for our favor provided he would tell the truth which I think he did as nearly as possible in his second letter(47).Since his suspension hehas gone to Hongkong,from which place he I received a letter from him this morning. I need not go at length into his letter as I have constantly referred to it and it speaks for itself. I will only say again that I believe it approximates the truth.

I2- Envelope marked (48) contains the papers handed me today by Consul Bedloe as his answers to be forwarded to the Department. This reaches me to late for comment and I think the whole matter is thoroughly covered by the enclosures herewith.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow

Consul General, U.S.A.
Shanghai.

The translations in the enclosures are made by E.T. Williams, U.S. Vice Consul General, and Rev. J.C. Farnham, President Nanyang Univisity, Shanghai.

John Goodnow

48 enclosures

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, 189 .

48 Enclosures in
Despatch #128
from Shanghai

#1 in 128 Shanghai

A Proclamation by the Consul.

Bedloe, by appointment of the U.S. Government Consul at Canton in charge of American interests in the two Kwangs gives notice.

I have received a petition from Lo Tsiang saying that in consequence of the improvements which it is desired to make in the road-way at the new ferry landing the local official has issued a proclamation that the buildings along the landing have been built illegally on public land and must certainly within ten days be torn down etc. But that the property of Lo Tsiang was originally bought from the Tsungli Yamen by the U.S. Minister at Peking of which there is record that may be examined that the present persecution by the yamen runners is hard to bear and that he could not but request me to send a despatch to the local officials to investigate the matter.

On receipt of the same I accordingly not only prepared a despatch to the Nanhai Magistrate for his consideration but have also issued this proclamation to let all classes of men know that since the property listed, the shops and dwellings

along the landing, has ~~since~~ for many years been controlled by So Tsiang, of which there is record at this Consulate, you must not take advantage of this affair to make a disturbance and bring trouble on yourselves.

Carefully, carefully obey.

A special proclamation

The above is to give due notice to all.

Kuangsü 24th Year
Intercalary Third Moon, 10th Day.
April 30th 1898.

No. 2.

大美國欽命駐劄廣東廣州府管理兩廣本國事務領事官壁 為
曉諭事准羅祥稟稱因新基渡頭修築堤岸經地方官出示所有
沿途瓦拱侵佔官地勒限十日內自行搬拆等情惟祥之業本
由美國駐京向總理衙門買受有案底可查茲據衙差迫勒難
堪不得不叩請照會地方官查照等情前來准此除備文照會
南海縣查照外合即出示諸色人等須知此業計開碼頭鋪
戶等如羅祥經管有年在署有案毋得藉端吵鬧致干未便
切：凜遵特示 右諭通知

光緒二十四年閏三月初十日 示
西歷一千八百九十八年四月三十

No 2 in 138
Shanghai

Consul Bedloe to the Nanhai Magistrate.

Says:-
Soh Tsiang bought a shop formerly belonging to an American, which is now ordered to be torn down for the construction of a road-way. The deed was signed and sealed and recorded in the United States Consulate and a despatch was sent to Peking making the U.S. Consulate guaranty the title in perpetuity. Hence the Consul informs the Magistrate that this property is under his (the Consul's) protection. Should there be any further business in relation to this please notify me.

May 5th 1898.

No. 3.

為照知事准據羅祥稟稱前向美國商人買受鋪業座在聯興街海旁鋪店各等現奉縣示一概拆毀脩築馬路等情前來准此查所呈契據一切均由本署前任領事官簽名蓋印存案詳請駐京欽使准即永為保護為此相應照會貴縣令請煩查照所有羅祥在省城聯興街買受鋪店各業係由本署永遠保護如有別情尚希照會本署查照為荷順候時祉須至照會者

南海縣正堂董

光緒二十四年閏三月十五日照會
外一千八百九十八年五月五日照會

Loh Ip Tiang
Land case
Consul to
Hsien-hsi Magistrate
Int 3d - 15th

No 3 in 128
Shanghai

A Proclamation Strictly Ordering
to Clear Out

This is to notify that the Minister of the American chapel at Wu Sieh Si has come to this Consulate and petitioned saying that for convenience in embarking and coming ashore a landing was built on the water-front behind the chapel, but that recently large and small boats have been anchoring along the bank close to this place, that there are likely bad characters as well as good on the boats and that moreover it is a hindrance to going in and out and so he request to drive them off to avoid interference.

Besides sending a despatch to the local officials to send runners to drive them off and to issue a proclamation forbidding, I have also issued this proclamation to give notice to all classes of boatmen that they may plainly know that they must not any more at their own pleasure anchor their boat at the landing on the water front, back of the said chapel preventing free passage in and out. If any one dares to disobey I will most certainly send a despatch to the local official to severely seize

and punish without mercy.

Everyone should carefully obey and not disregard.

Therefore this proclamation.

Proclamation
by
Commd. Warning
Boatmen

為出示嚴行驅逐事、案准五仙西美國教堂教士來署稟稱本
教堂後抵海灘建有步頭以便上落惟近日大小船隻在該處左
近海面灣泊既恐良莠不齊又復大碍出入應請驅逐以免擾
阻等情除照會
地方官簽差清逐出示嚴禁外為此示諭船戶諸色人等知
悉毋得再行任意在該教堂後海灘灣泊阻碍出入如敢故
違定即照會
地方官嚴行拿究不貸各宜凜遵毋違特示

Petition to have Missionaries Place.

January 1895 (?)

#4 in 178 Shanghai

The Acknowledgment of Debt.

Canton (Kwantung) Provincial Capital,
The Wax Pill Shop
[Hsing Ho Tang Chang Li Tsi
Chop]
now borrows of Mrs. Ma Chiu in current money Taels 100,000, stating clearly that for every Taels 100, Mace 6 will be paid each month in interest; to be repaid in full at convenience. This is evidence.
Kwangsü 21st Year,
Twelfth Moon, 15th Day

[Hsing Ho Tang
Chang Li Tsi
Chop]
executes this note.

Cheng Li Tsai

The Note

廣東省城蠟丸店（吉和堂陳李濟圖記）茲揭到

馬邱氏通用洋銀拾萬兩正言明每百兩每月加息銀陸錢算訂用預便

清還此據

光緒二十一年 十二月 十五日

吉和堂
陳李濟
圖記

立單

Original
Promissory Note
With Default
No. 1

5 in 128
Shanghai

When I went to Canton, I gave the note to Dr. Beebe and the Power of Attorney and told him that I would pay the fee if he collected the amount & that I will pay him whatever he thinks it was right. No definite amount was agreed on I said I would leave it to him when he got through.

I collected a claim of about $600.00 through the American Consul at Canton for some rice which had been seized by the Chinese officials; this money was paid over to the Consul about three months ago, I have not received it yet I have never made any agreement to pay any fee for the collection, I was born in Solomons County, California in 1862 and was married in San Francisco in Catholic Church when I was seventeen years old to a Chinese named Ma Shew. I have two sons and three daughters all born in San Francisco,

Witness:
Edgar Ray Frost
Sept. 27. 1918

Mamie Ma

April 28th 1898

6 in 138
Shanghai

The Fang Yin Magistrate to the Consul.
Intercalary Third Moon, 8th Day.

Replying to your despatch concerning the naturalized American Mrs. Ma, who came to your Consulate to enter suit against the proprietor of the Chêng Li Tsi Medicine Shop, Mr. Chêng Chü-fêh alias Chêng Péi-yung for fraudulently obtaining a large sum of money.

I have already acknowledged your despatch and besides have sent runners to search for (the defendant) to arrest him, try him and compel payment. As he had not yet appeared in Court I received your further despatch urging action. At once I strictly ordered the runners to seize and compel payment. After they had gone the man Chêng Chü-fêh alias Chêng Péi-yung (having the degree) Kien-seng sent in a petition saying:

"I have received from my ancestors the Chêng Li Tsi Medicine Shop. Inasmuch as a Mr. Pang, a new partner, ought to take a mortgage on the business I was frequently in the shop consulting with him as to the business. Unexpectedly on the 15th day of the second Moon of the present year a Mr. Li, given name unknown, brought a card

from the American Consul directing me to go to the Consulate. As I did not know the business for the reason I did not go with him. On the second day in the morning he came back and urged me to go, that there was some matter to be talked over and assured me that there was nothing that need disturb me.

I therefore went with him. On arrival at the Consulate I saw a foreigner and a Chinese sitting face to face. Enquiring the name of the Chinese, I learned that it was Chung Mien-chi who at once took out a forged document and a forged account of interest received.

He falsely declared that on the 15th Day of the Twelfth Moon of the 21st Year of Kwanghsü it had received the chop of the Chêng Li Ssi, acknowledging receipt of Tael 100,000 from Mrs. Ma Chin, the interest of one year only having been received, that last year's interest had not been paid that therefore Mrs. Ma Chin had entered suit at the Consulate to recover this money etc.

I took the document and carefully examined the chop and the hand-writing and found that they were not genuine, both failing to correspond with the real. The chop had never borrowed the money and I disputed with him about the matter, whereupon Chung Mien-chi endeavored by threats

to compel me to sign the paper, saying:- Write your name; it will not involve you, but I did not consent. He also called Mrs. Ma Chiu face to face with me in the presence of the Consul, but neither of us recognized the other. Afterwards Mrs. Ma Chiu and Chung Mien-chi went into a room and talked together a long time and then came out and falsely said to me that the Chêng Li Tsi had borrowed of her Taels 100,000 and had not paid up the interest. Disputing with her as to the Tael 100,000 I said:- "If I have borrowed this money and each month for a year you have come for the interest, how is it that now face to face we do not recognize one another?" Mrs Ma had nothing to say in reply. Chung Mien at once ordered the man Li to take me out. As we went along we came to the South side of the river, where I saw a friend. It was growing dark and was too late to enter the city.

The employés at the shop did not know where I had gone and on the second day sent a friend, Chêng Li-chêng to the Consulate to inquire. Instead the Consul said that Chêng Li-chêng had come to the Consulate to hunt for a man and

he sent him to Yam Hwui's yamen for imprisonment. I believe that the Ching Li Tsi has not borrowed any one's money since the Seventh Moon of the 21st Year. Formerly on borrowing money we used a brass chop divided into two parts, the two partners, Cheng and Li each having one half, and, on borrowing money, they together had stamped the papers. The writing of documents was intrusted to one man only. In the 9th Year of Hsien Fung on petition it (the chop) had been recorded in Court. The present document of Mrs Ma was wholly lacking in genuineness. Moreover after Mr. Pang came to assist at the shop all the items of whatever account were made known and in the Seventh Moon of last year a notice had been published in the Po Wen Pao (a newspaper) asking all creditors to come to the shop and enter their claims and exchange their notes for new ones and to either obtain repayment of the principal or to get their interest, that all, Chinese and foreigners might see and hear.

If Mrs. Ma Chin had this great claim and was over this interest she ought to have been constantly at the shop to urge payment. How could she all this time not know and not inquire and not exchange

Ler. Lopez - All is without reason; it is a conspiracy to black-mail; the claim is clearly false."

He requested me to summon Mrs. Ma Chin to Court for investigation and trial. Moreover he sent a bail-bond.

I compared the statements in detail with those of Mrs Ma Chin and I have decided that according to the 4th Article of the Treaty the official of the defendant nationality should hear and decide the case.

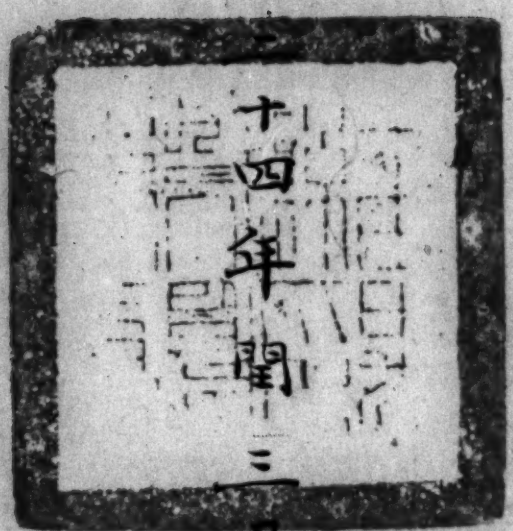
Besides indorsing this petition I have written you again and therefore request you to summon the plaintiff, the woman, Mrs Ma Chin, to bring her evidence, and send her to me that I on the other hand may arrest Chêng Chi-pei alias Cheng Pai-yung and face to face try and give judgment.

What day can you send Mrs Ma? Please let me know. Please inform me also of the year, month and day of Mrs. Ma Chin's naturalization.

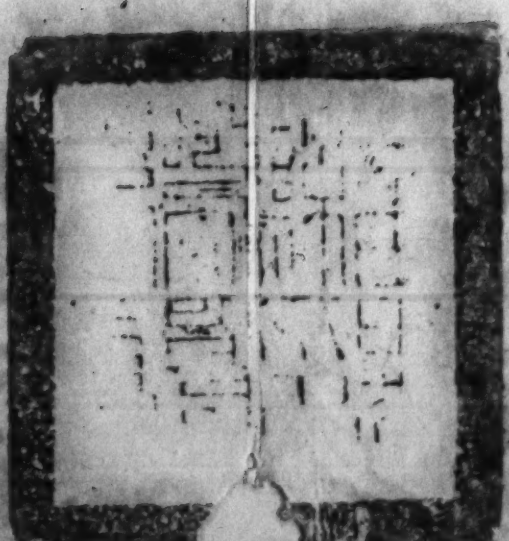
Chiang Li Tsai

No. 3.

光緒二十四年閏三月



和劉



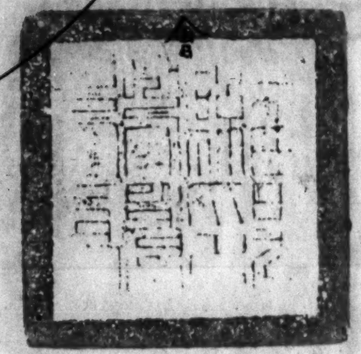
日照會

豈有日久不知不問不轉單之理種種無理串陷偽單顯然叩乞迅傳馬卯氏到案
質訊等情並具保投到前來核與馬卯氏所呈各執伯應照續約第四款被告係何國
之人即歸其本國官員審定之條辦理除批示外合亟照復為此照請
貴領事官煩為飭傳原告馬卯氏一口攜同單據送縣以便提同陳佩珞即熾伯質訊
定斷惟馬卯氏何日可以送縣仍請先行
照復又馬卯氏入籍美國係何年月日之事並希
示知為禱順候
時祉須至照會者
右
照
會

大美國欽命駐劄廣東廣州府管理兩廣本國通商事務領事官壁

遂同去到領事署時見一洋人一華人對坐詢請華人始知為鍾勉之隨由伊交出偽單一紙
并偽造收息部一本謬稱二十一年十二月十五日用陳李濟銅質圖章蓋單揭到馬卯氏
銀十萬兩其息銀僅收過一年去年息銀未交故馬卯氏向領事官控追等語生取到
細驗圖章字跡均屬不符店中向來亦無揭此巨欵與其辯論勉之反逼簽名于單內便與
生無干生不允又傳馬卯氏面質當堂兩不認識及後馬卯氏與勉之進房談論許久始
行向生担稱陳李濟揭伊銀十萬兩並不清息生駁以十萬兩巨欵生如同收又每月到店
收息業已經年何親面不相認識馬卯氏無詞可荅勉之隨偷李姓人將生帶出生順
往河南探友天晚未及進城店伴初不知生行踪託友人陳立卿到領事署查訪不料領
事官謂陳立卿到署討人押送憲轅恃恩陳李濟自二十一年七月後并無揭人銀兩至從
前揭借圖章係用銅質分開兩邊陳李兩姓司事各佩一邊遇有揭借會同蓋單其
專一人筆跡書寫咸豐九年經亳存案茲馬卯氏之單全屬不符況潘氏入店合辦之後
所有公揭各項均經稟列清楚即於去年七月由博文報館週報請各附家到店掛號
單還本清息播傳中外共見共聞馬卯氏如有此巨欵又被拖欠息銀自必時時到催
豈有日久不知不問不轉單之理種種無理串陷偽單顯然叩乞迅傳馬卯氏到案
質訊等情並具保投到前來核與馬卯氏所呈各執自應照續約第四欵被告係何國
之人即歸其本國官員審定之條辦理除批示外合亟照復為此照請
貴領事官煩為飭傳原告馬卯氏一口攜同單摺送縣以便提同陳佩珞即熾伯質訊
定斷惟馬卯氏何日可以送縣仍請先行

照



CONSULATE OF THE UNITED STATES
Received Jan 29 18 98
Answered 18
No.

大清欽加同知銜署番禺縣事准調潮陽縣正堂加十級紀錄十次裴　為照覆事案准

貴領事官照會內開准美國生長籍民馬卯氏來署呈控羊城陳李濟蛇丸店東陳熾伯
陳佩璐騙揭巨欵等情一案當經照覆並飭差查拘究追未到嗣准照催又經勤差上緊
拘追去後茲據監生陳佩璐即陳熾伯訴稱生承祖創下陳李濟葯丸店因新東潘氏與
受生意生時有到店會商註料本年二月十五日有李姓不知名人攜美國領事官名片
到店着生往領事署因不知何事故未即往次早復來國請謂有事商量決無妨碍生
遂同去到領事署時見一洋人一華人對坐詢請華人始知為鍾勉之頭由伊交出偽單一紙
并偽造收息部一本謀稱二十一年十二月十五日用陳李濟銅質圖章蓋單揭到馬卯氏
銀十萬兩其息銀僅收過一年去年息銀未交故馬卯氏向領事官控追等語生取單
細驗圖章字跡均屬不符店中向來亦無揭此巨欵與其辯論勉之反逼簽名于單內便
生無干生不允又傳馬卯氏面質當堂兩不認識及後馬卯氏與勉之進房談論許久始
行向生指稱陳李濟揭伊銀十萬兩並不清息生駁以十萬兩巨欵生如同收又每月到店
收息業已經年何靚面不相識馬卯氏無詞可答勉之適勸李姓人將生帶出生順道
往河南探友天晚未及進城店伴初不知生行踪託友人陳立卿到領事署查訪不料領
事官謂陳立卿到署討人押送憲轅恃恩陳李濟自二十一年七月後并無揭人銀兩至從
前揭借圖章係用銅質分開兩邊陳李兩姓司事各佩一邊遇有揭借會同蓋單其單

7 in 138 Shanghai

Consul Bedloe to the Fang Yin Magistrate.

Asking that runners be sent to close a certain shop, arrest proprietors and compel them to restore money obtained by fraud.

A naturalized American, Mrs. Ma Chiu has come to this Consulate with a petition saying that two men had conspired to deceive her, an ignorant woman, and had robbed her of a large sum of money, that in the 21st Year of Kwanghsü the proprietor of the Cheng Li Tsi medicine shop in Canton, Mr. Cheng Chi-peh alias Cheng Pei-yung had arranged with his relative to go to Hongkong where they falsely represented that they wished to sell the Cheng Li Tsi establishment and that they had asked her to advance Taels 100,000, promising that until the shop was turned over they would pay her 6/10 per cent per month interest. "Being very anxious to buy the shop", she says" Ho Shih-peh on the 15th day of the Twelfth Moon, 21st Year of Kwanghsü took me to the Shuang Weng to the Cheng Li Tsi Medicine Shop and taking my orders for Tael 100,000, transfer them to the pro-

prietor, Chiang Chi-pei alias Chiang Pei-yung who checked them off and wrote an acknowledgment and sealed it with a brass seal". The original document (she said) she had submitted to me (Consul) for inspection; that in the 22d Year of Kuang-hsü she had received Taels 600 interest each month until the First Moon of the 23d Year when she received neither interest nor principal, that she had therefore come to me to request me to urge re-payment saying she would be ever grateful for my kindness.

In accordance with this petition I summoned the two parties to my Consulate for trial. On examining Chiang Chi-pei alias Chiang Pei-yung I found his replies were not clear. The woman said the money had really been given to Chiang Chi-pei and his partners who had given an acknowledgement as evidence, that the proprietor moreover with his partner Si had stamped it with a seal and besides that they had sealed it in my (Consul's) presence.

I at once sent a runner with my card to take them (the men) to you requesting you to receive and imprison them and to fix a day for the hearing to compel them

to repay.

Unexpectedly Chiang Chi-fah, who realized that he could not avoid punishment for his guilt in fraudulently attaining the money, shortly after leaving the Consulate suddenly ran away and, as there was but one runner with him he could not catch him. Therefore I have at once prepared this despatch to urge you immediately to send runners to seal up the head shop of the Cheng Ti Tsi at Shuang Ming in the city and the branch shop at Shi San Hung and to sell the same in order to repay the money, moreover to seize the proprietors Chiang Chi-fah and Ho Shi-fah who received the money and sealed the acknowledgement and have them brought to trial and punish them for their crime in cheating this woman out of so large an sum of money — all of which will be most benevolent. Most urgent! Let there be no delay!

Enclosed, a copy of the ~~original~~ acknowledgement. Original kept at the Consulate.

To the Magistrate Lei.

March 8th 1898.

Mrs. Ma Chin

vs

Chiang Li Tsai

No. 1.

為照請火速簽差嚴拿封店追償騙欵事照准美國生長籍民馬邱氏来署稟
稱為串謀圖騙無知婦人鉅欵事窃民於光緒二十一年間羊城陳李濟蠟丸店
東陳熾伯即陳珮瑢串同其親何煦伯到港假以陳李濟招頂別人為名央民先
放通用洋銀拾萬兩於未頂之前先收息銀每月每兩六厘算民承頂孔急由
呈驗當于光緒二十二年每月收息銀六百兩正至光緒二十三年正月止本息無歸
何煦伯于光緒二十一年十二月十五日帶引到雙門底陳李濟蠟丸店内將銀紙拾
萬兩數交其東陳熾伯即陳佩瑢點收具回揭單蓋印銅質圖章為據原據
急切叩赴台階稟請照追俾民原本有歸感戴無既切赴等由前来准此本領
事接稟後即傳齊兩造来署質訊查陳熾伯即陳佩瑢對答支吾而民直
指謂銀委係陳熾伯與其伴同收立單為據並與其李伴劭合圖章當堂
蓋印等詞本領事隨即交差先送
自知串謀圖騙罪所難逃出署後立即飛奔本署祇有一差莫奈伊何相應立
即備文照會為此照會　貴縣令請煩立刻大速簽差先將本城雙門底正鋪
居和堂陳李濟蠟丸店又分鋪於十三行陳李濟兩號標封變賣抵償外並
將其東陳熾伯何煦伯經手收銀具單蓋印圖記等人嚴拿到案治以串騙
婦女鉅欵之罪庶為德便切切勿延為荷順候　時祉須至照會者

計粘抄揭單一紙原單存署右照會

番禺縣正堂裴

光緒二十四年　二月　十六
外一千八百九十八年三月　八日照會

8 in 1898 Shanghai

charge of receiving money on false pretenses. In this way the affairs of the people will be properly attended to. I especially request that there be no delay.

Dated March 4th 1898.

II

In regard to the case of Mr Wa I have already requested you to send out runners to seal up the property of the Chen Li Tsi shop and to sell its contents. The chief culprit Chen Chi Peh continued to run away. His brother has not come to my Consulate demanding that I produce the missing man. By bringing up this charge he hopes to get rid of paying the money. I have taken the evidence of this brother and find it unsatisfactory. He desires to make much trouble and to demand his brother at my hands. He is a very crafty man and it becomes more and more evident to me that the money was obtained by them. Without knowing the whereabouts of his brother he recklessly accuses others. This man was also a partner in the Chen Li Tsi shop and was familiar with its business. Hence I sent

my card to you asking you to take this brother Chen Li Hsien into custody and to punish him for fabricating false charges. He also is guilty of being in collusion with his brother. Today I sent my Interpreter Mr Chung to your Yamen to explain the whole case personally but you were not at home. Hence I am sending you this dispatch to ask you to take the man Chen Li Hsien into custody and punish him for contempt of my Court in saying that I had seduced his brother, and in urging me to produce the brother. You are not to dismiss this man from custody until I request you to do so. If you do not do as I request it will not be convenient for you.

Dated March 10th 1898.

III

Since I received your dispatch saying that you would carefully attend to Mr Mac's case and that you would punish Chen Li Hsien for contempt of Court, I have been waiting for you to do something. You have not taken the proprietors of the Chen Li Tsi into court nor forced them to return the money. I cannot

understand your action. I found in my examination of the subject that the receipt was issued by the Chen Li Tsi shop and that the money was used by them. You ought to require the Chen Li Tsi to return this money and you need not wait for this until the appearance of Chen Chia Poh. Hence I request you to arrest the three proprietors of the Chen Li Tsi shop ing Chen Pan and Li and confine them until this money is paid. The men will thus learn a good lesson and Mrs Ma will have her money

Dated April 3rd 1898

VI

Mr Ma took her evidence to your court and you kindly sent her home with an escort. Will you now please appoint an hour to hold court. Tomorrow would be the best time. When you fix on a date please let me know so that we can end the case without delay. When the day is fixed please send summons to escort Mr Ma. I will be present also to sit with you on the case

Dated June 2nd 1895

— 9 inc 128 Shanghai — May 8th 1898
(Endorsement)

"Received Kwanghsü 24th Year, Intercalary Third Moon, 17th day".

From Pei, the Fang Yü Magistrate to the Viceroy.

On the 17th day of the second Moon of the present year I received a despatch from the American Consul, Bedloe, saying that a Mrs. Wa Chiin, a naturalized American had come to the Consulate with a petition alleging that in the 12th Moon of the 21st Year Kwanghsü the proprietor of the Cheng Li Tai shop, Chiang Chi-feh had conspired with Ho Shih-feh to borrow from her Taels 100,000, the interest to be 6/10 candareen for each tael per month, that she had received an acknowledgment and during the 22nd Year had received Tls 600 interest and in the First Moon of the 23rd received neither principal nor interest, requesting him (the Consul) to urge the repayment of the money according to account.

He had summoned the two parties to his Consulate and personally examined them that Chiang Chi-feh's replies were not clear, that he had therefore sent a runner with his card to bring him to me requesting me to hear the case and compel repayment. that Chiang Chi-feh on leaving the Consulate, had ended run away and the runner

had been unable to catch him and he had therefore written me a despatch asking me to seal up the shop and sell same to repay the claim and to arrest Cheng Chi-pei and punish him. He had also sent a card handing over one Chiang Li-hsien to me whom I received and imprisoned. On receiving him I answered the Consul and besides sent runners to seize Chiang Chi-pei.

Immediately thereafter Cheng Chi-pei sent a petition saying that he was not acquainted with Mrs. Ma Chin, that the acknowledgement was forged and I discovered that on comparison with Mrs Ma's statements the evidence of the two was totally unlike.

According to treaty I wrote to the Consul requesting him to send the plaintiff Mrs. Ma to my Court for inquiry. At once Mr. Bedloe, the Consul wrote requesting me to fix a day for the hearing when she would be sent. I fixed the 16th of the present moon at 2 o'clk. for the trial and thus replied to the Consul.

Suddenly on the morning of the 16th I received a despatch from Consul Bedloe, asking me to postpone the trial until 3.30 when he would come himself to sit on the case with me. In the 4th article of the Supplementary Treaty it is said in plain terms that the

defendant in any action shall be tried by the official of his own nationality, that the official of the Plaintiff's nationality may attend at the time of rendering judgment to watch the proceedings, but the treaty says nothing about a joint-sitting in judgment; so that his coming to sit with me on the case of Wa Chin was not in accordance with treaty. If the Consul desires to attend and watch the proceedings when I have fixed a time for rendering judgment I will write him to be present. I wrote this to the Consul and requested him to act in accordance with the treaty.

Consul Bedloe after the receipt of this despatch came at 4 o'clk to the yamen and I went out to see him and observed that the Consul's color indicated anger and that his speech was full of threats. I asked him in detail about the matter and told him that our two governments were friendly, that the affair was one of common occurrence and that it could be settled amicably; that it was quite different from an act of war, that the man Chêng Li-hsien, whom he had sent was in custody and that I would devise a plan to bring Chêng Chi-fei

to trial, but that the treaty contained a provision for attendance to watch and not to sit as associate judges, that to act according to treaty was not an impropriety. Consul Bedloe said nothing. I asked him if he had brought the plaintiff, Uks Ma Chin or not for examination. The Consul said he had not but that the acknowledgement of debt he had in his hand for evidence. I asked him: "If the plaintiff has not appeared how can we determine whether the matter is false or true, how can I forcibly compel the defendant to pay up?" (I said) that he ought not to have united his own pleasure in summoning the defendant Chêng Chi-pêh to trial by himself and that therefore Chêng Chi-pêh had run away, that I had devised many plans to try to secure the appearance of Chêng Chi-pêh at Court saying: "I have used my utmost endeavors to attend to this matter; how is it that I have offended you! On saying this his appearance softened and with thanks he departed.

On examination I am of opinion that the Consul heard but one side and in violation of the treaty had seized an unea-

trifle pretext for a quarrel.
Now, although I have debated the matter in detail with him and he was without reply I believe he will go to you to discuss it. Therefore I write this report for Your Excellency. I have to respectfully request that you will examine the same.
Kwanghsü 24th Year
Intercalary Third Moon, 16th May.

Comment of the Viceroy.

According to the treaty how can the Consul summon Chinese subjects to his own Consulate for examination and trial! Neilson ought not to have sent Chinese subjects with his card to the Magistrate for imprisonment. Still more he ought not to have arrested the plaintiff and gone himself to the Magistrate's yamen to threaten him. The American Consul hears and believes these trouble breeding tales. In each particular he violates the treaty. The Magistrate must try the case according to treaty only and is under no obligation to yield in the matter.

The Viceroy.

Intercalary 3d Moon,
18th May.

亦由縣設法傳到惟條約內只有觀審之文並無會訊
之語照約辦理並無不合壁領事語塞卑職詰以原告馬
邱氏今日曾否帶来備質領事云並未帶来其借单已
交在我手可作憑據卑職復詰以原告既未到案則虛
實憑何審訊本官豈能以威力挾制被告強之還債且貴
領事不應擅傳中國人陳熾伯自行訊問致令逃逸現經
縣中多方設法始能傳到則辦理此事已屬盡心因何開罪
該領事始霽顏遜謝而去伏查該領事聽一面之詞不按約
章無理取鬧現在雖經卑職逐層駁詰伊已無詞但察彼必尚
憲台饒舌合先將現辦情形具稟
宮保察核肅此具稟伏乞

垂鑒卑職景福謹稟

光緒貳拾肆年閏叁月　拾陸　日稟

傳齊兩造來署質訊陳熾伯對答支吾交差片送貴縣
訊追無如陳熾伯出署後立即飛奔莫奈伊何照請封舖
變抵嚴拿治罪等由並准片送陳立軒一名前來當將陳
立軒收押一面照復並差拘去後隨據陳熾伯以伊與馬
邱氏並不認識係屬偽單揑揭等情具稟投到核與馬邱
氏所呈各執經按約照請壁領事將原告馬邱氏送縣備質
旋准壁領事照請定期送訊當即定於本月十六日兩點鐘
審訊照復去後忽於十六日早接壁領事来函請改於十六
日三點半鐘屆時本領事前来會訊卑職當以續約第四
款內載被告係何國之人即歸其本國官員審定原告之
官員於審定時可以前往觀審等語是約內並無會訊字
樣今馬邱氏一案貴領事前来會訊核與條約不符如欲
觀審應俟審定另請貴領事前来觀審等因函請照約
辦理去後詎壁領事接信後於十六日四點鐘逕行来縣卑職
當即出見該領事詞色忿怒語多恫喝卑職當即逐層詰
問告以兩國和好此係尋常交涉案件儘可和衷商辦
與開衅不同貴領事送来之陳立軒業已收押陳熾伯
亦由縣設法傳到惟條約內只有觀審之文並無會訊

同知銜記名直隸霍州署理調潼關廳知事兼景福謹

稟 光緒二十四年閏三月十七日到

宮保閣下敬稟者竊本年二月十七日准美國壁領事照
稱准美國生長籍民馬邱氏稟稱光緒二十一年十二
月陳李濟店東陳熾伯串同何熙伯借氏洋銀十萬兩
息銀每月每兩六厘具回揭單曾於二十二年收息銀六
百兩至二十三年正月本息無歸稟請照追等由本領事
傳齊兩造來署質訊陳熾伯對答支吾交差片送貴縣
訊追無如陳熾伯出署後立即飛奔莫奈伊何照請封鋪
變抵嚴拿治罪等由並准片送陳立軒一名前來當將陳

Uscrito remarks on Poan Yü Inquest

Petition

光緒二十四年閏三月十七日 番禺縣 房吏

一件具委馬邱氏控追陳燦伯負欠鉅款辦理情形由

批

查照條約、領事官豈能擅傳華民、到署質訊、已不應用片送華民到縣請押、更不應將原告藏匿自赴該縣衙門恫喝、美領事官聽信唆聳之言、種種違約、該縣但遇條約辦理、毋庸遷就、此繳、

閏三月十八日

李少保兩廣總督部堂譚

三品銜候補知府王存善

監印官理事銜候補縣丞杜宗詩

又三月廿

10 in 178 May 19th 1898

Shanghai

From the Consul to the Magistrate.
Kwangshü 24th Year, Intercalary 3rd Moon 29th Day.

On the 16th. of this month I received your despatch saying that the Fourth Article of the Supplementary Treaty of Kwangshü 6th Year, Tenth Moon, 15th Day, i.e. Nov. 17th 1880, states that if any dispute arises between Chinese and Americans the officials of the two countries ought together to adjudicate it that China and the United States agree that such cases shall be heard by the official of the nationality of the defendant and that the official of the nationality of the plaintiff may attend at the time of rendering judgment to observe the proceedings, that the official trying the case will receive and treat the observing official with respect, that the treaty says nothing about associate judges that for the Consul to come and sit as associate judge in the present case of Ma Chün vs Chêng Si Tsi is not in accordance with treaty, that should I wish to come and observe, as you have already heard and determined the case, I should wait until you fix a day for rendering judgment and then may attend and

observe, that to-day a 2 p.m. you will open the case and must request me to act in accordance with the treaty.

On reading your despatch I had many suspicions that the Honorable Magistrate had been deceived by some one. You have listened to the shaft pleadings of some English lawyer and therefore you are acting in accordance with your own wishes neither considering right nor reason. Your interpretation of the treaty is also incorrect. Besides in the treaty between the United States and China it is not at all allowed the lawyers of other countries to attend trials as counsel (ie by the lawyer) Now bribes having been received from the defendant it is sought to deprive our American merchants of their interests and rights by a scheme to gulp down one's life-blood capital. Where is conscience in this?

As to the Fourth Article of the Treaty, there is evidently an intention to pervert the meaning of the text to deceive the Honorable Magistrate, and you, Honorable Sir, also accept it as truth and embody it in your despatch, so that those reading it are made to smile. That English lawyers concern themselves with trouble between Chinese and Americans is not in accordance with the treaty be-

tween the United States and China. I have to request that hereafter you will not permit these lawyers to attend the Court. It is no business of out-siders.

By thus mutually agreeing to follow the treaty in managing the affair there will be no difficulty. If the plaintiff is an American citizen then only the American official can attend Court.

The Fourth Article of the Supplementary Treaty of 1880 is as follows:-

"Treaty signed at Peking, Nov. 17th 1880,

"Article IV says

"If in China the merchants of the two countries "get into disputes it will be necessary for "the officials of the two countries to summon "and try and give judgment. The two gov- "ernments agree that hereafter the official "of the defendants nationality shall open "the Court, try and give judgment and "the official of the plaintiffs nationality "may at any time attend to observe the "proceedings. The official trying the case will "treat the attending one with the greatest re- "spect and will allow him at any time "to extend his protection and to inquire "into the proceedings to determine whether "just or not, and if he should himself

"wish to question the witnesses or bring
"them face to face to compare their evidence
"there shall be no objection, the official sit-
"ting in judgment shall not present.
"If in anything they do not agree, they
"may discuss it in Court. The law shall
"be that of the defendant".

Having received your letter I now send this in reply.

Mrs. Ma Chin
vs
Chang Sii
No. 7.

祖之字樣今受彼告賄託為奪我美國商人在行之利權固
有共血奔於天良仍在五於条約第四款錨有意湮改
字意似縱貴隊而貴隊亦心為實指述於西中實又為
知者一矣手狀呼步步中美詞訟
應俯照辦以正判名計人亦又必干涉此彼此
伯力照会又西書者如承先係美人即美領一人可
到堂耳貴隊所述第四款字意九不一二此此号
因合就函覆貴隊請查收順候
勛安

閻三月廿五日

敬啓者頃接
尊函內稱馬邱代表將於二十五日抵滬等語
俟六年十月十日即一千九百十年十一月十日債約第
四款內開倘過中國人因事相爭兩
國政互允公斷等定中國與美國允此外案件彼
此係仍同之人即請
貴部酌定案外
之政互於審定的方以
馬邱代表迨陳事件一案貴部事先約定
仲裁審之地相待甚優且查條約並無
仲裁審之地點之規定今
貴部如以案在
美國審判之說為未
妥協自應另行商定地點再請
貴使事
未明白之前鈔票仍應暫緩發給
貴使所稱之
理由

西千八百八十年十一月十七日在北京簽名条約第四款內開
在中國通有兩國商人爭執事件須要兩國官員帛訊定斷者兩
國允許心設被告之官開堂審訊判斷原告之官隨時到堂聽審
審官各以優礼相待並准其隨时照顧扶奪所行之事果否公道妥
自行詢問证人或令证人对質不准之可審官各得拥阻如有又合
當堂辨駁其例應照被告國例行事

譯錄英文約章

To the Pan'yu 1

I have the honor to acknowledge the receipt of your letter of inst in reference to the long standing claim of the American Citizen Mr. Manic which was filed in this Consulate and subsequently sent to your Honor several Months ago.

Your last letter on the subject of the trial of this case in your Court Says:

(Here quote in full the Pan yu's letter)

On reading this last letter I confirm my suspicion that your Honor has been and is grossly deceived by the ~~tricks~~ imposed upon British lawyers in Hong Kong who have wantonly and without right intruded themselves upon your honor and ~~misrepresented~~ have either ignorantly or maliciously misrepresented and misquoted the letter and spirit of the Treaty between China and America involving the right of American Claims against Chinese Subjects in which no outside lawyers have any rights to be heard or interfere

2

in the case at all.

The intrusion of these British lawyers from Hong Kong who are engaged in the work of endeavoring to deprive an American Citizen of her just rights to recover Money loaned to the Chinese defendants is certainly to put it mildly very discreditable to all honest men.

The section 4 of the Treaty of 1880 which has been evidently misquoted by you and you in your letter to me was doubtless the work of the lawyers who met and recognized coming from Your Honor's Yamen the last day I called on Your Honor.

The active participation of these lawyers or any lawyers save myself in this case is a gross violation of American Treaty rights and I earnestly protest against their intrusion in the case and shall report their violation of my Citizen rights to Peking.

I notify Your Honor now again that I shall demand of you the exclusion of all outsiders.

The true text of section 4 of the Treaty of 1880 and have misquoted in your letter which you refer as follows:

(here insert the exact wording of the section)

J.

should be seen that the only foreigners that have any right to be heard in the Chinese Court trying a case where an American Citizen is the plaintiff is the plaintiff and the plaintiff's Attorney and the authorized officer of the plaintiff's Nationality in this case the American Consul at Canton who shall be granted all proper facilities in the premises as a careful reading of the section 4 of the Treaty of 1880 which your honor has refered to but not correctly quoted

十七月十八號
書思信底
馬郎氏接近
十等欽

To the Consul 11 in 128 Shanghai

CONSULATE OF THE UNITED STATES
OF AMERICA.

Sir:

I am in rect of your Message to me in reference to the Note given to the American Citizen Mrs Mack for the hundred thousand taels she loaned to Chan li Chai and for which money loaned to that firm she brought Suit in this Consulate and in your honorable Court to recover the Amt of the money loaned together with interest and Costs. This case has been pending too long. It is clear the debt is due - It is also proven that the claim is just

You were advised that fact both here in this Consulate and in your own Court to me

and to my assistants

I now demand of your
honor to make good
your honor's promise
Order the defendant
to pay the full amt
of Mrs Mahi's Claim
& the Consulate
and if it is not paid
here & me within one forty eight hours
week I shall report
the whole proceedings
and all the conspir-
ators in the case to
my Minister at Peking

ordered to alter one week into forty eight hours

V.A.M.

17 in 138

Shanghai

Canton Sept. 20 1898

To H. E. Lee
Viceroy

Sir— Referring to the case of Mrs Mak against Chang Chee Park which is now in your Courts and in which it has been held that Mrs. Mak is an American citizen and hence entitled to American protection, I have the honor to say that Mrs. Mak was acknowledged to me that she is married to a subject of the Emperor of China. She therefore forfeits the nationality of her husband and is no longer entitled to the full and treaty protection of an American. It

I have to request that the case which no longer be considered as involving American interests, and subject to the provisions of the treaty between the United States of America and China and there- you will notify your courts accordingly -

I have the honor to be

Sir

Your obedient Servant

John Goodnow
Consul General -

ordered to [illegible] into fortyes

13 in 178 Shanghai

The American Consul is again offended by the receipt of a note saying the Viceroy will soon some Subordinate.

The American Consul will not be at home on tomorrow (Saturday) april 2nd.

If the Viceroy desires to return the calls of the American Consul it is respectfully suggested that the Consul

14 in 126 Shanghai May 22 1898

Viceroy to Consul.

24th Year, Fourth Moon 3rd Day.

Concerning an article in a native paper as to use of kerosene, which Consul claims has damaged the sale of that article.

The Viceroy has ordered subordinate officials to issue proclamation on subject and to arrest and punish authors of the newspaper article.

As to Consul's threat to stop exports to the U.S. Viceroy says Chinese have not stopped import of oil and for Consul to do so he threatens would be for him by himself to stop all trade.

時祉須至照會者

右

照

會

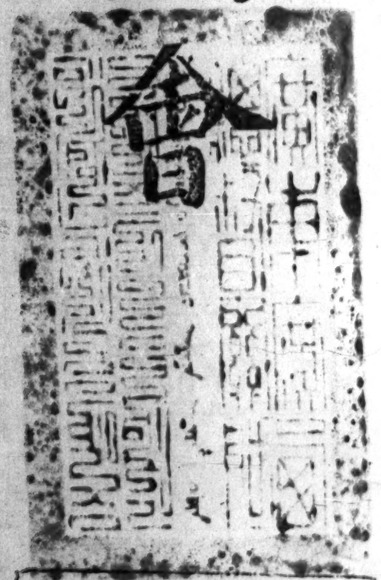
大美欽命駐紮廣東廣州府管理兩廣本國通商事務領事官壁

光緒 年 月 初三 日

Kerosene

No. 4.

照會



CONSULATE OF THE UNITED STATES
Received May 23 1898
Answered _____ 18__
No. _____

為照會事兩次接

貴領事官照會內言日報有禁用火水之事查中

西日報何止數十家皆是謠言本部堂從不閱看

亦無日日與報館辯論是非之理前日接來文已

飭該地方官即日出示禁止並將刊刻告白之人查

明傳案懲究至火水現在照常行運各國商人均

尚販賣民間並無因告白不用火水之事則所謂美

商虧本之說恐非真確

貴領事官欲出示禁止中國茶煑各貨入美國此

貴領事官停止通商之私意中國並無示禁火水

來粵之舉也順候

15 in 128 Shanghai -

Dispatches of the United States Consul at Canton to the Viceroy of the Liang Kwang Provinces Tan.

I

A dispatch concerning the publication at Canton in the Poh Wan newspaper of an advertisement by Lo Ho Fu Hall prohibiting the use of petroleum. It is requested that a proclamation be issued recalling this prohibition and that the proprietors of the the Lo Ho Fu Hall be arrested and punished for spreading false reports and injuring the business of American merchants. I beg to state that no proclamation has been issued and no reply has been given to my previous dispatch so that the merchants of my country are suffering daily loss. Therefore my duties as Consul compell me to interfere in their behalf. Petroleum is one of the chief products of America. Being thus opposed by these scoundrels, great loss is sustained by my countrymen. On the 30th of August 1890 a proclamation was issued by the President of my country Empowering Consuls to forbid the shipping of goods to America from countries which did not allow American goods freely to be imported into their ports. If American petroleum is not to be allowed to Enter China I shall be obliged at once to issue notices that silk, tea, paper, sugar,

firecrackers, candles and general groceries cannot be shipped to America. These are articles constantly used by the Chinese resident in America. If the Viceroy pays no attention to this important matter, I cannot fail to do my duty & act up to my instructions. This will surely make the relations of our countries strained and if the Viceroy later repents of his course it will be too late. Hence I send this second dispatch to you as Viceroy calling attention to the dangers of the present situation. If you continue to treat the matter lightly and allow them men to persist in defaming our trade and causing us to lose money it will be in defiance of the regulations of my country and of the provisions of the Treaty. It can only be done with your connivance. My duties are responsible and I must protect my countrymen in the difficulties of their commercial dealings. I must report the case to my government for adjustment.

Dated May 19th 1898.

II

In reply to your dispatch of the 3rd inst. acknowledging the receipt of my two dispatches in which I had informed you of the appearance of an advertisement forbidding the use of petroleum in one of the newspapers. You state that "newspapers "are published in great numbers and con- "tinually spread false reports. The Viceroy "never reads newspapers and cannot spend "his time in disputing questions with them. "However on the receipt of your dispatch I "ordered the Magistrate on the same day to "issue proclamations cancelling such adver- "tisements and to search for the publishers "and punish them. At the present time petroleum "is being used as formerly and merchants "of all countries are importing it. It cannot "be said that on account of this advertisement "the people ceased using Kerosine. The statement "in your dispatch that your merchants were "thereby losing money cannot be true. If "you as Consul propose to forbid the import "of tea silk and other commodities to your "country it must be a personal action on "your own part for private reasons in order "to injure trade since we in China have done "nothing to stop the import of Petroleum".

I beg to state that your remark that you

do not read the newspapers does not seem consistent with present civilization. If you had read the papers you would have seen this noxious advertisement and have stopped it without the necessity of my calling your attention to it. If you state that my remark in a foreign dispatch concerning the stopping of export goods to America was a personal one, are you not still further mistaken? In Section 599 of the "Book of Instruction (Circular Regulations 1876) concerning Trade" (5) it says that on Aug. 30th 1890 the President sanctioned an Act of Congress stipulating that "if other countries forbid the import of American goods and thus hinder our trade, the resident Consul can forbid the export of the goods of that country to America and must report the matter at once to the Government". As I have seen the advertisement referred to many times and yet have not seen any attempt made to suppress it, therefore I must forbid the Export of your Chinese goods to America. My action is in the interests of my country and in the discharge of my duty. How can my action be said to be a personal one for private purposes and why should you make such a charge? Is it because

in all matters of international intercourse you and your subordinates always act for personal reasons that you suspect me of such motives. My action has been entirely official and not personal at all. Please retract your false statement that this was a personal act of mine and thus prevent this matter from growing to larger proportions.

Dated May 25th 1898.

III

In regard to Petroleum I have already sent two dispatches urging you to attend to this matter. You have replied that I had exceeded my instructions from my government and that I was acting on personal grounds. I was, however, acting under instructions. Whenever I know that such advertisements appear injuring the trade of my country, my President will look to me to attend to the matter. Hence I cannot but notify you of the consequence of your actions. I desire you to inform me at once what you intend to do in this case to settle the difficulty.

Dated May 26th 1898.

IV

In reference to my dispatches concerning the advertisement forbidding the use of petroleum, I have already twice informed you of the action of certain vagabonds of your people. I have also requested you to retract your statement that I was acting on personal grounds but you have not replied to me. Today the advertisement of the Ko Ho Fu Hall again appears in the Poh Wen newspaper forbidding the use of petroleum. In a lengthy article it is stated that the use of petroleum brings on the plague and that therefore it ought to be avoided. This is an apparent kindness to the people but it is only a ruse to injure the trade of my countrymen. Only a short while I asked you to stop the publication of this notice but in defiance of your orders another similar notice has again appeared. The European nations constantly have disagreements in trade matters and on account of false statements go to war. You cannot say that this is a small matter and that you are indifferent to it. As Consul I desire harmonious action

action which will favor trade but when such a matter as this occurs my duty is to call your attention to it. You ought to appreciate my motives in doing so. You should not allow evil-minded persons to frame their own selfish ways and thus involve our countries in trouble. As Viceroy you treat your people too kindly so that they lose respect for your authority. Hence I again call your attention to the matter and ask you to issue proclamations forbidding the publication of this advertisement and ordering Lo Ho Fu Hall to desist from such statements lest others follow his example. This will be in the interests of the trade of my country.

Dated May 30th 1894.

V

I find that the Poh Wen newspaper constantly publishes the advertisement of the Lo Ho Fu Hall forbidding the use of petroleum. This advertisement has appeared daily from the 9th inst to this date. I have already urged you to take action in the matter and to forbid their making these false statements lest this small matter should

trouble. This advertisement seriously injures the trade of my countrymen. As Consul I must comply with the instructions of my Government but I would like to have a personal conversation with you before reporting. Please appoint a date when you will see me. In your former letter to me you stated that I must be acting on personal reasons but this is because you do not understand my duties as Consul. I always act under orders and not according to my personal wishes.

Dated June 1st/ 1898.

VI

I have already sent several dispatches to you concerning Petroleum and on June 1st I wrote asking you to appoint a day to meet me. I have waited more than ten days for a reply and as I am very anxious about the matter I again write to you asking you to take up the case. Please inform me today what you intend to do and when you will meet me. I will then be able to report to my Government and the matter can be settled.

Dated June 14th/ 1898.

16 in 178 Shanghai

To The Honourable
The Secretary of State for
the United States of
America Washington. DC

In the matter of Edward
Bedloe U. S. Consul at
Canton in the Empire
of China.

I W. M. S. Beede of Victoria in the Colony of Hong Kong Doctor of Medicine a Citizen of the United States of America make oath and say as follows:-

1. By a contract dated the 14th day of April 1898 I this deponent Frank W. Watts a British subject and Chan Lun Tai a subject of the Emperor of China entered into an agreement together under the style of the Cheung Yick Company for the purpose of carrying out a scheme for the reclamation of land on the North Bank of the Canton river.

2. The said contract was registered at the Consulate of the United States at Hong Kong on the said 14th day of April 1898 before Rounseville Wildman Esq. the Consul General and on the 18th day of April 1898 the said contract was registered at the Consulate of the United States at Canton before Edward Bedloe Esq. Consul.

3. On the said 18th day of April 1898 the said Edward Bedloe was requested by me this deponent to forward an application in Chinese to His Excellency the Viceroy of Canton for his official sanction to the scheme of reclamation and the said Edward Bedloe advised me to have the application and estimates translated into Chinese by the Consular Interpreter to which I consented.

4. On the 21st day of May 1898 I was informed by one of the signatories of the aforesaid agreement Frank W. Watts that one known as Rozario (who was stated by the said Edward Bedloe to be Vice and Deputy Consul for the United States of America at Canton) had made a demand to the said Chan Lun Tai for the payment down of $1000 and the payment of $100 per month during the progress of the work until completion and that the said Rozario had stated he was the necessary factor in the prosecution of any work through the U. S. Consulate at Canton and this statement was illustrated by the figure of speech that I this deponent and Frank W. Watts were merely leaves on the tree of which he (Rozario) was root and trunk.

5. On the 22nd day of May 1898 I wrote a letter to the said Edward Bedloe in the words and figures following.

Dear Dr. Bedloe

I am informed that there is an individual named "Rozario" who has been interesting himself in any business, interviewing Mr. Chan Lun Tai and intimating to him that he is an essential factor in the consumation of any business at the Consulate I deem it nothing but right that you should be informed of this Mr. Rozario I do not know and have not employed and therefore cannot have any dealings with.

Thanking you for your kind expressions of interest I am

very truly yours,

sd. W. M. S. Beede

May 22'98

6. I have not received any reply to the leter in the last paragraph mentioned.

7. Shortly after the 22nd day of May 1898 the said Consular Interpreter named T. C. Chung demanded the sum of $1000 from the said Chan Lun Tai for making the translation of the application and of the estimates into Chinese in paragraph 3 of this affidavit mentioned.

8. The said Chan Lun Tai refused to pay the said sum of $1000.

9. On the 23rd day of May 1898 I saw T. C. Chung the said Consular Interpreter with reference to this demand

for the payment of $1000 and the said T. C. Chung informed me that the said Edward Bedloe requested him to demand the payment of the said sum of $1000 and after considerable discussion I agreed that the Cheung Yick Company through Chan Lun Tai should pay the sum of $500 to the said Edward Bedloe for making the translation of the application and estimates on the understanding that the said Edward Bedloe would agree to personally present the said application to His Excellency the Viceroy of Canton and formally introduce me this deponent.

10. On the 31st day of May 1898 the said sum of $500 was paid to the said T. C. Chung by the said Chan Lun Tai in the presence of one Leung Eu Tien and of me this deponent.

11. On the 1st day of June 1898 in an interview I had with the said T. C. Chung at the Consulate I was informed by him that the said Edward Bedloe was very angry with him for not exacting the sum of $1000 but that if I would sign a Promissory note for $500 payable three months after date the said Edward Bedloe would present the application to His Excellency the Viceroy personally and would introduce me this deponent

to His Excellency the Viceroy to this I agreed and after the wording of the Promissory note had been read over and approved by the said Edward Bedloe I signed the said note in the presence of the said Edward Bedloe and of the said T. C. Chung.

12. On the 27th day of June 1898 the said application was presented to His Excellency the Viceroy but the said Edward Bedloe would give no assistance in obtaining a favourable answer thereto neither would he give me any information as to what occurred at the interview or that he had taken the said Rozario as Official Interpreter or as to what steps he propose to take with reference to the matter.

13. After repeated attempts to obtain the necessary assistance from the said Edward Bedloe the U. S. Consul at Canton in pushing the matter through and in obtaining the consent and sanction of the Chinese Authorities to the scheme of reclamation I reluctantly came to the conclusion that so long as the matter was in the hands of the U. S. representative at Canton no assistance would be rendered by him and that if the scheme was to receive the necessary sanction some Consular representative other than the U. S. Consul would have to take

the matter up.

14. In consequence on or about the 11th day of August 1898 a portion of the interest of the Cheung Yick Company was disposed of to two Italian subjects and the aid of Ugo Nervegna the Italian Consul was asked for and freely rendered and on the 24th day of August 1898 the sanction of the Viceroy of the Two Kwang was notified by the Private Secretary of His Excellency (Wong Tsun Shan) to the Italian Consul who was then resident in Canton.

15. I believe that it was the intention of the said Edward Bedloe to take no steps to further the interests of the Cheung Yick Company unless and until he was paid a further sum of money in addition to the sum of $ 500 which had been paid by the said Chan Lun Tai.

16. I am assured that it is common knowledge and even a matter of general comment among the inhabitants of Canton that should an American citizen require the aid of his Consul it can only be secured by payment of such a sum of money as the said Edward Bedloe chooses to demand.

17. Owing to the frequent and occasionally prolonged absences of the said Edward Bedloe

from Canton the interests of the said Cheung Yick Company of which I this deponent am a member have been already impeded.

18. The enclosed statement of the Rev: C. R. Hager the president of the South China Mission on this point corroborates my statement.

19. A record of the departures and arrivals of the said Edward Bedloe from and at Canton may be obtained from the Chinese Government through the Commissioner of the Imperial Maritime Customs at Canton E. B. Drew Esq which record will fully bear out my affirmation in this respect.

20. The delay in presenting the application to H. E. the Viceroy extending from the 1st to the 27th day of June 1898 was extremely prejudicial to my interests.

21. To the best of my belief the introduction of the man known as Rozario as Interpreter in place of the regular Consular Interpreter T. C. Chung was done in order to afford a cloak for extortion and that the statement made by the said Rozario to my cosignatory of the Cheung Yick agreement Chan Lun Tai to the effect as set forth in paragraph 11 hereof was made with the knowledge and consent of the said Edward

Bedloe.

22. That the tolerance and continuance of such action and practices on the part of the U.S. representative at Canton is directly inimical to the interests of this deponent and all other American citizens and is derogatory to the dignity of the U.S. Government with the Chinese officials and people.

Sworn at the Consulate of the United States of America at Victoria in the Colony of Hong Kong this 16th Day of September 1898. } (sd) W.M.S. Beede

Before me

(L.S.) (sd) Rowsevelle Wildman

Consul General

A True Copy.

Rowsevelle Wildman
Consul General

Sept. 21/98

In the matter of E
Bedloe U. S. Co
at Canton in
Empire of China

Affidavit of
W. M. S. Beede

Morrisey & Br
Solicitors
Hong Kon

17 in 178 Shanghai

To The Honourable
The Secretary of State for
the United States of
America Washington D.C

In the matter of Edward
Bedloe U. S. Consul
at Canton in the
Empire of China.

I Frank Wapshare Watts of
Victoria in the Colony of Hong Kong
a British subject make oath and
say as follows:-

1. By a contract dated the 14th day
of April 1898 I this deponent W. M.
S. Beede a Citizen of the United
States of America and Chan Lun
Tai a subject of the Emperor of
China entered into an agreement
together under the style of the
Cheung Yick Company for the purpose
of carrying out a scheme for the
reclamation of land and Embankments
on the North Bank of the Canton river.

2. The said Contract was registered
at the Consulate of the United States
at Hong Kong on the said 14th day
of April 1898 before Roumevelle
Wildman Esq: the Consul General
and on the 18th day of April 1898
the said Contract was registered at
the Consulate of the United States
at Canton before Edward Bedloe
Esqre. Consul.

3. I was present on the 18th day

root and trunk.

5. Shortly after I was informed by Chan Lun Tai that T. C. Chung the said Consular Interpreter had demanded from the said Chan Lun Tai the sum of $1000 for making the translation into Chinese of the application and of the estimates referred to in paragraph 3 of this affidavit and on my advice the said Chan Lun Tai refused to pay the said sum of $1000 so demanded.

6. On or about the 23rd day of May 1898 the said T. C. Chung called to see me at my Hotel in Canton and spoke to me about the demand for the payment of $1000 which he had made to the said Chan Lun Tai as mentioned in the preceding paragraph and he informed me that he was requested to make this demand by the said Edward Bedloe.

7. I am informed and believe that the said W. M. S. Beede also had an interview with the said T. C. Chung.

8. After my conversation with the said T. C. Chung mentioned in paragraph 6 of this affidavit I saw the said Chan Lun Tai and we agreed to pay on behalf of the Cheung Yick Company the sum of $500 for making the translation into Chinese of the

application and estimates
9. I am informed and believe that on the 31st day of May 1898 the said sum of $500 was paid to the said T. C. Chung.
10. After the payment of the said sum of $500 on the said 31st day of May 1898 the said T. C. Chung frequently spoke to me about the money so paid and informed me repeatedly that he made the demand for $1000 at the request of the said Edward Bedloe.
11. On the 27th day of June 1898 the said application was presented to His Excellency the Viceroy by the said Edward Bedloe.
12. After the said 27th day of June 1898 I did not see the said Edward Bedloe officially on this matter but the said W. M. S. Beede informed me that he had frequently done so and that he could obtain no information or assistance from him and I suggested that a certain share and interest in the Cheung Yick Company should be transferred to two Italian subjects and that the assistance of the Italian Consul should be asked for.
13. On or about the 11th day of August 1898 a portion of the interest of the Cheung Yick Company was disposed of to two Italian subjects and the aid of Ugo

Nervegna the Italian Consul was asked for and freely rendered and on the 24th day of August 1898 the sanction of His Excellency the Viceroy of the Two Kwang was notified by the Private Secretary of His Excellency Wong Tsun Shan to the Italian Consul.

Sworn at the Consulate of the United States of America at Victoria in the Colony of Hong Kong this 16th day of September 1898. } (sd) Frank. W. Watts

Before me

(L.S.) (sd) Roosevelle Wildman
Consul General.

A True Copy

Roosevelle Wildman
Consul Gen.

Sept 21/98

In the matter of Edward Bedloe U. S. Consul at Canton in the Empire of China

Affidavit of Frank Napshare Watts

Mounsey & Bruton
Solicitors
Hong Kong

18 in 178 Shanghai

To The Honourable
The Secretary of State for
the United States of America
Washington D. C.

In the matter of —
Edward Bedloe U. S.
Consul at Canton in
the Empire of China.

We Chan Lun Tai of Canton in the Empire of China a subject of the Emperor of China and Leung Eu Tin of Victoria in the Colony of Hong Kong a subject of the Emperor of China do hereby jointly and severally declare and say as follows:-

And I Chan Lun Tai for myself say that:-

On the day of September 1898 paragraphs 1, 4, 7, 8 & 10 of the affidavit of W. H. S. Beebe and paragraphs 1, 4, 5 & 8 of the affidavit of Frank Wapshare Watts sworn and dated respectively the day of September 1898 were interpreted to me in the Chinese language by Tam Yik Kin the Official Interpreter to the Italian Consulate at Victoria aforesaid and I hereby declare and say that the same are true.

And I Leung Eu Tin for myself say that:-

On the day of September 1898

paragraphs 4 & 10 of the said affidavit of the said W. M. S. Beede and paragraph 4 of the said affidavit of the said Frank Napoleon Watts were interpreted to me in the Chinese language by the said Tam Yik Kin and I declare and say that the same are true.

Declared by the Declarants at the Consulate General of the United States of America at Victoria in the Colony of Hong Kong this 16th day of September 1898

(sd) 陳聯泰 (Chun Lun Tai)

(sd) Leung Ew Kin

Before me

(L.S.)

Rounsevelle Wildman

U.S. Consul General

A True Copy.

Rounsevelle Wildman
Consul Gen.

Sept 21/98

In the matter of Edward Bedloe U. S. Consul at Canton in the Empire of China

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Joint Declaration of Chan Lun Tai and Leung Eu Tin

Mounsey & Brutton
Solicitors
Hong Kong

19 in 128 Shanghai

In reply to the questions put to me by the Consul General as appears from the papers relating to the matter of Dr. Beede I say as follows:-

On the 21st of May while I was in the Chinese writers room Mr. Chung was there so a Chinaman (whose name I don't know) he came in, and Mr. Chung making a bow asked him to sit down, and after a few complimentary words, turned round and told me this. "here Rozario I have made a petition for this man for whom Dr. Beede is acting, as he has a give on and I have one I don't like to speak to him personally. You tell him that for composing and setting up that petition I will have to charge him $1,000, go and speak to him for me.

I took the Chinaman into the Reception room and told him that Mr. Chung wanted to charge $1,000 for that petition, he said that is too much, and he could not pay. I expressly told him to particularly bear in mind

that

that it was neither for the Consul nor for me I dont want a single cent of his, but for Chung for I have nothing to do with the matter. I advised him to think over this question, and talk to Chung direct. The Chinaman did say that he would pay us $100 a month if this Consulate could obtain the concession for him. I said. I dont know. so he bade me goodbye and went away.

To my knowledge nothing of the kind nor any other thing relating to money matter has been mentioned before the Consul Bedloe.

N A Mozaico.

Canton 24th Sept 1898

($500.$\frac{00}{XX}$) 20 in 128 Shanghai

Canton, June 1/98

I promise to pay on demand the sum of five hundred dollars — ($500.$\frac{00}{XX}$) in three months from date for services rendered to the Chung Yik Kung' Sze

s/ W. M. S. Beede

A True Copy
H. R. Williams

21 in 1928 Shanghai

I, Harriet Falconer, an American citizen, residing in Hong Kong, being duly sworn to make affidavit as follows.

Early in 1898 a Chinese man named Lee Wing Yen was arrested and imprisoned at Sanwui district. I, as his teacher and also as his imprisonment was injuring my prestige among the Chinese and the success of my school, desired to obtain his release. I went to Canton in April and asked Dr. Bedlow to ask the Chinese authorities to release the man as his detention was injuring me, an American. He got the papers ready to submit them to the Viceroy. Shortly after, the relatives of the imprisoned man came to me and said that they could not get enough money to satisfy the interpreter at the Consulate. I sent for Fung U Kish, the writer in that Consulate who told me that U.C. Chung, the Interpreter, said ~~to him~~ to him that he (Chung) could get $5000 from the Chinese relatives if I was not in the case. I told him, to offer for me $200. or $300 to Chung to aid us. He reported that Chung refused such a small sum. When I found the case was not going forward, I went to Dr Bedlow and told him of these above facts and asked him to push the case. He got very angry and refused to have anything further to do with the case and has ever

since refused to do anything for me ~~+~~

Dated Sept 20/1898

Hongkong Asia -

Witness

A. W. Loveridge

Harriet C. Halemer

Subscribed and sworn to before me
this 20th day of Sept. AD 1898

John Goodnow
Consul General U.S.A.

W in 128 Shanghai
Hong Kong 21st Sept 1898

Mr J Goodnow
U.S. Consul General

Sir

I have Sent for the father and Son who were with me in Canton of whom Mr Cheung Nim Che took aside and aked for money

It was Tong U Kiah in the Consulate who told us that Cheung Nim Che, had told him, that if it was not for me he could get five thousand dollars out of the case I told Mr Chesny Duncan, and he told me he had Spoke to Cheung Nim Che and his reply was that the Consulate office was only for a brief period and that he entended to make hay while the Sun Shown

Mr Chesny Duncan lates told me that he had been Sent to act as an attorney And that he believed Cheung nim Che a Scoundrel who would aid and assist the low Yamen in any Scean for money

Harriet E Falconer

Lee yu sing
The father who was with me to Canton
Lee Wing yew
Lee Wing Yew the Son in prison
Lee Mun To
The Son who was with me to Canton

23 in 178
Shanghai

In this case as it appears I was only acting as spokesman or medium between Mrs Falconer and Mr. Chung.

One Saturday morning at about 8:a.m. Mrs Falconer called at the Consulate when Dr. Bedloe was absent, and was told so, and she went back to Hong Kong. She came up again on Tuesday and saw Dr. Bedloe about a case which she had on hand. Dr. Bedloe assented and promised to look in to it before he gave answer, to see if it was true.

Mrs Falconer saw me in the Reception room at the same time and asked me to help her in that case, I told her that I was very glad to do so, knowing that she was a poor American lady in a British Colony, and I was sorry that it was not within my power to do so; because I had simply to carry out order. Further I said that all such cases should go to Mr. Chung, "you may see him about it," she says "better you talk to him for me and let me know to day, and I shall be much obliged." I answered "Certainly, I will do the

the best I can for you".

At about noon, I spoke to Mr. Chung about Mrs. Falconer's case, and requested him to help her, Mr. Chung said "I must get some translation fees." At tiffin time I went to the Victoria Hotel and repeated the same to her in her room No. 20. She said, "I am willing to pay him $100." I returned to the office, and after office hour I told Mr. Chung what Mrs. Falconer had offered. Mr. Chung at once refused and saying that "such case must be worth more than that."

On Wednesday morning I went again to the Hotel and told Mrs Falconer that Mr. Chung refused to do and that I have heard him say that "such case must be worth more than that." Then she asked me "how much Chung wants, he must mention the price". I said that "I do not know how much he wants, he did not tell me, and he refuse." She said "I wish you would talk to him again that I will pay him $50. more, out of my own pocket." Then I returned and told Mr. Chung

so he said "that case I cant do anything, because Doctor has found it out that he had no right to attend to it, and the case has been rejected already."

Then I went to the Hotel and saw her at tiffin time and told her the whole thing.

A Chinaman (who came with mrs Falconer) in the room asked me if I could draw a despatch in that case or not, I said, "what is the use, every body could write despatch, you can write thousand copies if you like, but without the Consular Seal, it would be of no good," after which I left the Hotel room, and went away.

As far as I can recollect the above is a true statement of facts.

F. Elkiah

Signed & acknowledged before me Sept 14 1898

John Goodnow
Cl USA

24 in 128 Shanghai Hongkong, Sept. 27. 1898

To the Hon. Mr. Goodenow
Consul General,
Dear Sir!

In accordance with your request I beg leave to state that the American Board Mission School-house in the Hoi Ping 開平 District and the village of Lung Hau Li 龍口里 was destroyed by fire on the 4th of June. Being absent from home I was unable immediately to notify the Consulate at Canton, but did so some ten days afterwards. Some days following my communication I received word from Canton stating that Minister Denby from Peking had telegraphed to Canton and asked Consul Bedloe to demand of the Viceroy a liberal remuneration for the loss sustained the punishment of the rioters and the rebuilding of the school-house. I was then asked to state a liberal sum for the loss sustained which I fixed at $1000+ forwarded the same to the Canton Office. Calling at the Consulate about June 24. 1898, I found Consul Bedloe away, but Mr. Chung the interpreter said that I ought not demand such a small amount as $1000 and that it would be well to claim $15000 and that Consul Bedloe wanted the amount of remuneration to be left to him. Two weeks after this I again called at the consulate after having visited the region of the burning, but was obliged ~~again~~ to wait for the Consul Bedloe to come from Hongkong. In my interview with him he expressed the desire that I should leave the amount of damages to him. In the latter part of July Consul Bedloe appointed me as a deputy to inspect in person

the scene of the burning and to report on the same. On August 3d I returned and again found the Consul not at home but upon his return I made a verbal and written report and Consul Bedloe promised to send in a despatch to the Viceroy the following day. On Aug. 19th I was surprised to receive word from the Consul to come to Canton to examine two despatches that had been gotten ready to be sent to the Viceroy the first relating to the Lung Han Li affair and the second which had been before the Consulate since the latter part of 1897. I read both these despatches in Chinese and found that for the settlement of the Lung Han Li affair $15000 instead of $1000 had been demanded by the Consul and in the second affair $1000 though I had never asked more than $380 and acting Consul Alf had once demanded 169.057 Taels exclusive of some other expenses from the Viceroy. I demurred at both these sums but to the first case of $15000 Consul Bedloe replied that we ought to demand so much in order to teach the Chinese a lesson and because it was the custom of the French Consuls to do so. Mr Chung the interpreter called my attention to the Chinese words which did not state that the loss was $15000 but that this sum was imposed as a fine or punishment, and the same with the $1000 case. To the $1000 case Consul Bedloe replied that if I had agreed on any sum to be paid that he would not have anything to do with the case. I told him that my agreement with the local Mandarin had been made previously. I told the Consul that if he wished

to fine the Chinese that was another thing, but that the actual losses had not been more than $1000 + $380 respectively. Consul Bedloe said that he would send the despatches to the Viceroy on the following day or Aug 20th but whether they were ever sent I cannot say.
More than three months ~~have~~ now passed since Minister Denby sent his telegram and nearly the same length of time since the same Minister wrote to Dr. Bedloe saying "Mrs Hager in the enclosure sets forth the case" (Lung Hau Li)" in strong terms and I hope that you will see that justice is done as he requests" but nothing effective has been done in consequence of which our Christians have been repeatedly robbed + beaten, their houses ~~have~~ broken into + they have been driven from their homes. I have gone repeatedly to the Consulate to supply information and sent the same as well as sending my Assistants to inform the Consul on every subject in detail, but still we do not receive justice. Information is often withheld to my assistants when they are sent to obtain it.

C. R Hager M.D. B.D.
Pres. Am. Board Mission
South China

25 in 128 Shanghai

CONSULATE OF THE UNITED STATES
OF AMERICA.

Canton, Sept 27/98

Hon. John Goodnow
U.S. Consul General
Shanghai

Sir:

I have the honor to enclose herewith memo of departures and arrivals of Consul Edward Bedloe from and to Canton as received from E.B. Drew Esq. Commissioner of Imperial Maritime Customs and trust the same will meet with your requirements.

I have the honor to be
Sir
Your obedient servant
A.R. Williams
Vice Consul

Dr. Edward Bedloe, U.S. Consul

Departures from Canton since 1st Feb'y 1898.

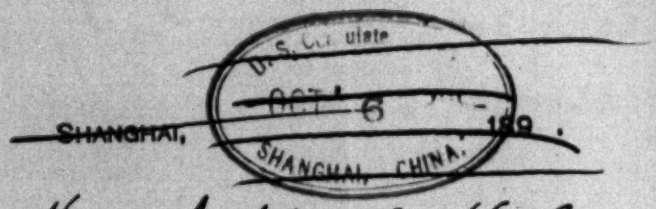
Date of Departure	Steamer	Date of Arrival	Steamer.
15 Feb'y '98	Honam	19 Feb'y '98	Honam
5 March "	"	7 March "	"
———	———	14 " "	"
19 March "	Honam	21 " "	"
29 " "	"	31 " "	Hanlow
23 ———	———	12 April	"
29 April "	Honam	26 "	Fatshan
29 "	Powan	2 May	Honam
———	———	9 " "	Powan
20 May "	Powan	23 " "	Honam
28 " "	———	31 " "	"
———	———	6 June "	Fatshan
———	———	13 " "	Honam
22 June "	Powan	24 " "	"
———	———	11 July "	Powan
———	———	19 " "	Hanlow
———	———	26 " "	Honam
30 June 30 July?	Fatshan	3 Aug. "	"

6

Date of Departure.	Steamer.	Date of Arrival	Steamer
6 Aug. '98	Honam	8. Aug. '98	Honam
———	———	15 - "	"
20. Aug. -	Honam	23 " . "	"
———	———	29 " "	"
———	———	2 Sept. -	"
6 Sept. "	Honam	9 - "	"
———	———	15 " "	"
17 Sept.	Honam	19 - "	"

26 in 128 Shanghai

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.



- Copy -

Hong Kong Sept 28 '78

Conger, Peking. Merchant Sylvester sold Viceroy Canton goods receiving part payment negotiable promissory notes 15060 taels, due yesterday. Notes discounted by American citizen Isaacs. Payment refused. Reasons given. Bond given by Gfitzel and Company to different party Chinese Customs covering entirely different transaction guarantee Sylvester would return before October Fourth. Certain Consular certificates from Singapore. I am requested ask your good offices behalf American Isaacs urge Peking officials instruct Canton viceroy pay money due Isaacs and when Gfitzel & Co Bond due Oct seventh, if conditions not complied with, their remedy is sue out Bond, prove case, obtain judgement, collect from Gfitzel & Co. responsible firm which branches all over China from whom collections can be made. if proved

(over)

due and not cause losses, innocent third
party purchaser negotiable paper to suffer.
Cable from Hong Kong avoid text. changed
Canton.

(Signed) Bedloe

27 in 128 Shanghai

Translation of statement signed by "Wong Cheung Cheung", "Wong Yuet Sam" and "Wong Hin Jung."

We, Wong Cheung Cheung and Wong Yuet Sam got our certificate for proceeding to the United States by going up to Canton with Wong Hin Jung who told us to see one named Ling yik Chi & it was on or about the 24th day of the 3rd intercalary month, the sum of $165.00 was given for such certificate to Ling yik Chi who told us that the certificate would be ready in a few days. The day after the delivery of the money, Ling yik Chi told us that the money was handed over to Cheung Shin Chi. On account of the non delivery of the certificate in question for a long time, we got Sam yik Kin to ask Cheung Shin Chi if the latter did really get possession of the money and in accordance with Sam yik Kin's statement Cheung Shin Chi did receive the money as stated.

In the matter of getting the certificate, we did not see any Chinese mandarin, or the U.S. Consul or his Interpreter neither did we go to the U.S. Consulate or any of the Chinese yamen. Finally we got possession of the such certificate through delivered to us by a brother of the aforesaid Ling yik Chi.

The above statement is true.

Signed Wong Hin Jung. signed Wong Cheung Cheung, signed Wong yuet Sam.

Sept. 24. 1895.

The above is a true and correct translation.

Chemin Tong Woo
Interpreter
U.S. Consulate General Hong Kong.

黃宗章黃玉森黃衍堂偕詞

黃宗章黃玉森所得往美国執照。乃係由黃
衍堂帶金上省垣。同見溥尔之。當面交銀
每張 壹百陌指任員。溥尔之对我們說。又日可以
交執照。交后後一日。溥尔之約我們說。伊已往將銀
托譚登桥。向鍾勉之問及。有无收到此
一根交與鍾勉之。因事延擱日久。我們
到矣。我等回請設宴。一根未見。華宴
項銀。擬譚登桥云。鍾勉之業往如数收
莫領事发給譯收。亦未曾到过。莫領事
署。亦未到过。中国銀行。徳之後来。我們收
到護照貳紙。由溥尔之交来的。此徳
是實。

黃衍堂 黃宗章 黃玉森 同記

光緒卅年閏三月廿五日左右。

28 in 12th Shanghai

Wong Ching Chung and Wong Yuk Lun came to me with Wong Hai Tong in the 3rd Chinese month and paid me $165= each to get them certificates to land in America. They did not go to my knowledge to any Chinese official + I brought the money to Chung Mun Chi, the Interpreter at the U.S. Consulate and gave it all to him and he promised to get me the certificates. I did not give him any permission from any Chinese official + Chung Mun Chi got me the certificates in the 7th Chinese month, 14th day. On the same day I sent the certificates to Hongkong I only saw Chung Mun Chi in the manners except that when I got the certificates there was present one American + he saw I got the papers—

Signed Ling Yuk Chi.

a true translation
F. Ekiah

黃宗章及黃王深。于唐人三月来我处。每人交118元。着我代取護照。往舊金山。但彼等曾否去唐人官处領取。吾不得知。惟吾将良。交與美署繙譯鍾勉之。他允代吾将照取出。我亦未曾有唐人官信交他。鍾勉之至唐人七月十四。将護照交我。即日将照由我付去香港矣。此事我独見鍾勉之一人。当时有一美國人見证領出護照。

Witness to the signature
Frederick
凌亦之

Signed in the presence of us
John Goodwin
Cunningham

29 in 128 Shanghai

I, Tsoa Yik Kin. being duly cautioned, hereby state that about one and one half months ago, at the request of Wong Yin Tong, I went to Chung Min Lee, the Interpreter at the U.S. Consulate at Canton in his room at the US Consulate in Canton in the afternoon. I asked him if he had received $165. Each for ~~one~~ two students Wong Chung Chang and Wong Yik Sun from Ling Yik Chi to get them certificates to land in America. He said that he had received the money but had not gotten the certificates on account of some trouble between the Consul and the Hoppo (Chinese Commissioner of Customs). I asked him to refund the money. He said it was impossible to refund the money but that he would get the certificates as soon as the difficulty with the Hoppo was settled, which would be soon. I wrote Ling Yik Chi asking for the certificates and he answered that owing to the trouble between the Consul & the Hoppo there was delay: but that it would be all right.

witness

This is true.

Tsoa Yik Kin.

Witness to signature.

Chan Toy Woon

Signed & acknowledged before me this 30th day of September ad 1898

John Goodnow
Consul General.

Jan. 4th 1881

CERTIFICATE FOR Student.

This is to certify that Wong Yü Sin, a Chinese person "other than a laborer," is about to go to the United States, and is hereby permitted and entitled under the provisions of Section 6 of the Act of Congress of the United States of America, entitled "An Act to execute certain Treaty stipulations relating to Chinese approved May 6th, 1882, as amended July 5th, 1884," and the Treaty between the United States of America and China, dated November 17th, 1880, to go within the United States of America upon presentation of this certificate to the Collector of Customs of the Port in the District of the United States at which he shall arrive.

The individual, family, and tribal name in full of said permitted person is, individual name is Sin, family Yü & tribal is Wong

The following is the name of such permitted person in his own proper signature,

His title or official rank is

His age is twelve years (12) His height is 4 ft 6 inches

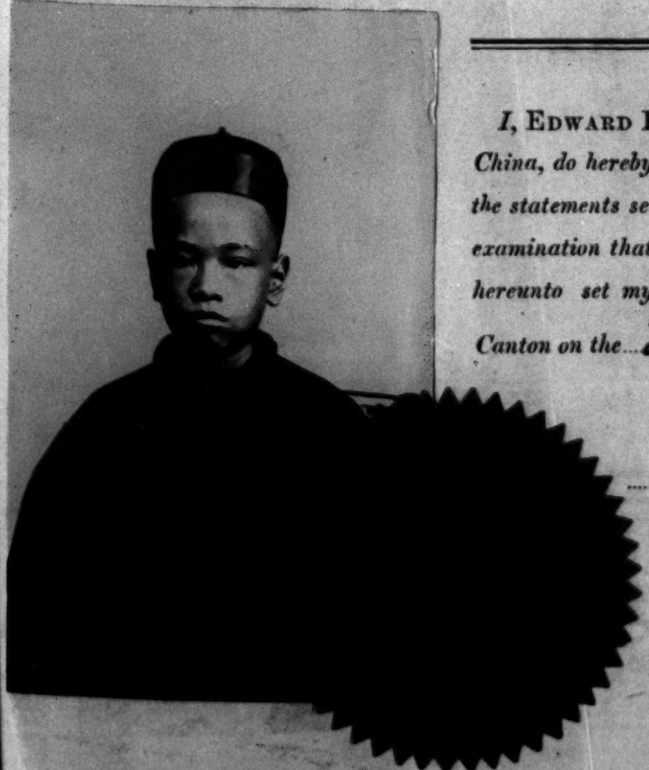
His physical peculiarities are small mark on forehead as well as the end of right eye.

His former and present occupation is that of student

which he pursued in Kai Ping city for the period of 2 years.

His place of residence has been in the city of Kai Ping, Province of Kwong Tung, Empire of China, & is now going to the U.S. for the purpose of study

This certificate is issued in accordance with the provisions of the Treaty aforesaid, and evidence of permission having been granted to the said Wong Yü Sin to depart from China for the purpose of visiting the United States.



I, EDWARD BEDLOE, Consul of the United States at Canton, China, do hereby certify that I have examined into the truth of the statements set forth in the foregoing certificate, and find upon examination that the same are true. In witness whereof I have hereunto set my hand and affixed the seal of this Consulate at Canton on the 3rd day of Aug, 1898.

Edward Bedloe

United States Consul.

SERIES C. NO. 40.

護照

SERIES C. NO. 40.

大美欽命廣州府正領事官璧

給發護照事照得黃玉森係中國人民現在按照美國議院

一千八百八十四年七月五號續修一千八百八十二年伍月六

號遵約所議限制華工條例暨中美兩國於一千八百八十年拾

一月拾柒號續定之例約攜帶執照呈交美國稅關查閱來美該

人姓氏家名

本名黃玉森本人所簽之名

年歲十弍 身長英尺四尺六寸 形貌 印堂有痣 右眼尾有痣 職銜品級 無 前時所作事業

讀書 目下所作事業 前往羅省教書 埠廣益什貨店 司理文墨 曾在 開平 處作事讀書弍

年曾住 開平 處為此給照准赴美國入境望勿留難

阻滯須至執照者

右給 黃玉森 年 光緒二十四 七 月 拾 日發 照

攜帶赴美准此

30 in 128
Shanghai

IMPORTANT
1898.

If the Chinese is a subject of GREAT BRITAIN, the certificate can be signed by the proper British official and viséd by the Consul at Hongkong; if a subject of CHINA, to be issued by the UNITED STATES CONSUL at CANTON.

When this certificate is properly issued, it is *prima facie* evidence that the holder has received permission to depart from CHINA and that he is entitled to the right to enter the United States.

In all cases of Chinese who are subjects of CHINA the certificate must be issued by the United States Consul at the port of departure in CHINA.

CERTIFICATE FOR Student.

This is to certify that Woug Chung Chang *a Chinese person "other than a laborer," is about to go to the United States, and is hereby permitted and entitled under the provisions of Section 6 of the Act of Congress of the United States of America, entitled "An Act to execute certain Treaty stipulations relating to Chinese approved May 6th, 1882, as amended July 5th, 1884," and the Treaty between the United States of America and China, dated November 17th, 1880, to go within the United States of America upon presentation of this certificate to the Collector of Customs of the Port in the District of the United States at which he shall arrive.*

The individual, family, and tribal name in full of said permitted person is, individual name is Chang + family is Chung, tribal is Woug

The following is the name of such permitted person in his own proper signature,

His title or official rank is

His age is fifteen years old (15) *His height is* 5 ft + 2 inches

His physical peculiarities are Marks near the hair on forehead, right cheek has black mole.

His former and present occupation is that of a student

which he pursued in Kai Ping city *for the period of* 3 *years.*

His place of residence has been in the Kai Ping city, Provinces of Kwong Sung, Empire of China + is now visiting State U.S.A. for the purpose of studying English.

This certificate is issued in accordance with the provisions of the Treaty aforesaid and is evidence of permission having been granted to the said Woug Chung Chang *to depart from China for the purpose of visiting the United States.*

I, EDWARD BEDLOE, *Consul of the United States at Canton, China, do hereby certify that I have examined into the truth of the statements set forth in the foregoing certificate, and find upon examination that the same are true. In witness whereof I have hereunto set my hand and affixed the seal of this Consulate at Canton on the* 30th *day of* Aug., *1898.*

Edward Bedloe

United States Consul.

SERIES C. 110.411

護照

SERIES C. 110.41

美字第 號

大美欽命廣州府正領事官 為

給發護照事照得黃宗章 係中國人民現在按照美國議院

一千八百八十四年七月五號續修一千八百八十二年伍月六

號遵約所議限制華工條例暨中美兩國於一千八百八十年拾

一月拾柒號續定之例約攜帶執照呈交美國稅關查閱來美該

人姓氏家名

本名黃宗章本人所簽之名 職銜品級 無

年歲十五 身長英尺五尺 寸形貌 額髮兩有痕 右面有小瘡 前時所作事業

讀書 目下所作事業 前往羅省教書 土埠平廣益店 緯哲洋文

年曾住 開平 處作事讀書三

阻滯須至執照者

處為此給照准赴美國入境望勿留難

右 給 黃宗章 收執 攜帶赴美准此

光緒 二十四 年 月 日 發 照

拾肆

31 in 128
Shanghai

IMPORTANT
1898.

If the Chinese is a subject of GREAT BRITAIN, the certificate can be signed by the proper British official and viséd by the Consul at Hongkong; if a subject of CHINA, to be issued by the UNITED STATES CONSUL at CANTON.

When this certificate is properly issued, it is *prima facie* evidence that the holder has received permission to depart from CHINA and that he is entitled to the right to enter the United States.

In all cases of Chinese who are subjects of CHINA the certificate must be issued by the United States Consul at the port of departure in CHINA.

37 in 128 Shanghai

I, Luke Quong, a Christian American, now residing in Hong Kong do solemnly swear that I went to Canton in Italy 1898 to obtain certificates for seven boys to go from the Sun Hui district City to America as students. I saw Dr Bedlow who told me that the certificates would cost $200= Mex. each. I paid him at that time $50. About August 1st I paid Chung, the Interpreter, $57= on account of these certificates and he told me they would cost $170= each. About the 6th August I got the certificates & told Dr Bedlow what price Chung had made me. He said under these circumstances would take $115= for the balance of the account. This sum I paid to Dr Bedlow, & received the certificates marked series C Nos 12-18 inclusive from Dr Bedlow. The boys did not see any Chinese official in this matter but Dr Bedlow said that he had to get permission from the Chinese Government. I did not see any Chinese official myself. Last Friday I saw the consul in Canton & he told me to bring him back these certificates & he would renew them so they would be all right.

Witness
C. R. Hager

Luke Quong.

Subscribed & sworn to before me this 29th day of Sept AD 1898

John Goodnow
Consul General USA

33 in 128 Shanghai

Sept 29 1898 + Rec'd of C R Hager seven American certificates issued at Canton Aug 4 1898 and marked "certificate for students" and marked "Series C Nos 12-18 inclusive + -

John Goodnow
Consul General U.S.A.

The above was returned to me Sept. 28, 1898 - C.R. Hager

34 in 128 Shanghai

U.S. Consulate General. OCT 11 1898 SHANGHAI CHINA.

Hongkong, China
Oct. 4. 1898

Mr. John Goodnow
U.S. Consul General
Shanghai

Dear Sir:

In accordance with your instructions I can report that Luke Quong received $11.55 from Dr. Bedloe, but Dr. B. refused to return the $30 given to him nor the $57 given to Mr. Chung. In regard to the former he told him that he had given the amount to the Hoppo and that in reference to the latter sum of $57 Mr. Chung was responsible, he would however see what he could do to persuade him to give it back. Of course I think that both these sums ought to be returned at once, as the Hoppo probably never saw the certificates + the Consul ought to be responsible for what occurs in the

office. I saw five of the young men & they each told me that they as well as the other two had received their $ 165 so that Luke Young has acted honorably in the matter.

Mrs. Hager has been so poorly that I have had my hands full night & day so that I have not been able to write up the Case, but perhaps I shall be able to do so in a few days.

Yours Very truly

C. R Hager.

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

35 in 128 Shanghai

SHANGHAI, . 189 .

to me
Yang Kee stated that he paid $150. each for
certificates for merchants Series C Nos 24 and 25-
and $165 for certificates for merchants Series C
No 26 in all cases directly to Dr. Bedloe
and that in neither case did the applicant
for the certificate appear at the U.S. Consulate
nor was any permission to leave gotten from
any Chinese official.

He, Yang Kee, supplied the descriptions of
men desiring certificates and that the only
question was the question of price which
Yang Kee says was paid directly by him
to Dr Bedloe, who, he says, showed him
a considerable sum of money in the safe
and told him that he (Bedloe) was making
a lot of money at this business (furnishing
certificates to Chinese)

John Goodnow

(4-5-98—5M-in pads 100.)

36 in 138 Shanghai

MEMORANDUM

A Y H J 15

FROM

PACIFIC MAIL S. S. CO.

AND

OCCIDENTAL & ORIENTAL S. S. CO.

TO

Re dep. J. W. Van Buren Esq. Certificates for Merchants marked Series C Nos 24-25026 all dated August 11th 1898 signed by Edward Bedlow U.S. Consul - Canton - John Goodnow U.S. Consul General - Hong Kong - Sept 21st 1898

Received back the above from Mr Goodnow.

Hongkong Sept 28th/98

J. W. Van Buren
Agent.

189

This certificate is issued under Section 6 of the Act of Congress of the United States, approved July 6, 1884, entitled an Act to amend an Act to execute certain treaty stipulations relating to Chinese, approved May 6, 1882, to _____

a Chinese person, "other than a laborer," who is about to go to the United States, as evidence of the permission of the government of which he is a subject for him to go to the United States, and as a means of establishing his identity; and it shall be prima facie evidence of his right to land in the United States.

Name of permitted person in his or her proper signature _____

Full name, individual _____ *family* _____ *tribal* _____

Title, or official rank, if any _____

Age _____. *Height, feet* _____, *inches* _____

Physical marks or peculiarities _____

_____

Former occupation or profession _____

Present occupation or profession _____

Where pursued _____. *When* _____

For how long _____. *Place of residence* _____

Visé of the U. S. Consular Officer. _____

(Signature of officer issuing certificate.)

If the person so applying for a certificate is a merchant, said certificate shall, in addition to above requirements, state the nature, character and estimated value of the business carried on by him prior to and at the time of his application.

存根

大清廣東廣州府正堂

光緒　年　月　日

民　稟稱係　省　府　縣人年　歲

現由　搭坐　輪船前往美國查係照光緒十

年中美續修條約應准任便往來之人由保人　出具

切結請發護照前來除填照給執外存根備查

爲給照存查事茲據華

姓名

身材

住址

年歲

職銜

相貌

事業

爲

字第　號

護照

大清廣東廣州府正堂

發給護照事茲有華人　將前往美國查得此人確非工

藝等輩相應按照西歷一千八百八十四年七月六號美國政府所

議定條約內第六欵以續修西歷一千八百八十二年五月六號議

准華人前往美國之條約繕此護照給與中國民人　俾

有中國准往美國之據且得詳細認識以爲到美時之要具並將本

人姓名年貌事業等列於後

計開

姓名　年歲

身材　相貌

住址　職銜　事業

右給華人　收執

光緒　年　月　日給

Section six of said Act is hereby amended so as to read as follows:

"SEC. 6. That in order to the faithful execution of the provisions of this Act, every Chinese person, other than a laborer, who may be entitled by said treaty or this Act to come within the United States, and who shall be about to come to the United States, shall obtain the permission of and be identified as so entitled by the Chinese Government, or of such other foreign government of which at the time such Chinese person shall be a subject in each case to be evidenced by a certificate issued by such government, which certificate shall be in the English language, and shall show such permission, with the name of the permitted person in his or her proper signature, and which certificate shall state the individual, family and tribal name in full, title or official rank, if any, the age, height and all physical peculiarities, former and present occupation or profession, when and where and how long pursued, and place of residence of the person to whom the certificate is issued, and that such person is entitled by this Act to come within the United States. If the person so applying for a certificate shall be a merchant, said certificate shall, in addition to above requirements, state the nature, character and estimated value of the business carried on by him prior to and at the time of his application as aforesaid: *Provided*, That nothing in this Act nor in said treaty shall be construed as embracing within the meaning of the word, 'merchant,' hucksters, peddlers, or those engaged in taking, drying or otherwise preserving shell or other fish for home consumption or exportation. If the certificate be sought for the purpose of travel for curiosity, it shall also state whether the applicant intends to pass through or travel within the United States, together with his financial standing in the country from which such certificate is desired. The certificate provided for in this Act, and the identity of the person named therein, shall, before such person goes on board any vessel to proceed to the United States, be vised by the indorsement of the diplomatic representatives of the United States in the foreign country from which such certificate issues, or of the consular representative of the United States at the port or place from which the person named in the certificate is about to depart; and such diplomatic representative or consular representative whose indorsement is so required is hereby empowered, and it shall be his duty, before indorsing such certificate as aforesaid, to examine into the truth of the statements set forth in said certificate, and if he shall find upon examination that said or any of the statements therein contained are untrue it shall be his duty to refuse to indorse the same. Such certificate vised as aforesaid shall be *prima facie* evidence of the facts set forth therein, and shall be produced to the collector of customs of the port in the district in the United States at which the person named therein shall arrive, and afterward produced to the proper authorities of the United States whenever lawfully demanded, and shall be the sole evidence permissible on the part of the person so producing the same to establish a right of entry into the United States; but said certificate may be controverted and the facts therein stated disproved by the United States authorities."

IMPORTANT.

If the Chinese is a subject of Great Britain, the certificate can be signed by the proper British official at Hongkong; if a subject of China, by the Tao Tai or Collector of Customs at Canton.

When this certificate is properly issued, it is *prima facie* evidence of the holder to enter the United States.

In all cases to be vised by a United States Consul.

March 14th 1898

38 in 128 Shanghai

Taotai to the Consul.

A reply to your despatch.

I have received your letter with five passports together with your despatch, all of which have been examined.

I regret very much that owing to illness from a cold I was not able to receive the Honorable Interpreter of your Consulate when he called at the Yamen.

As to the matter of the passports issued to Chinese going to the United States, heretofore according to advices from the Tsungli Yamen the Chinese Minister to the United States arranged with the State Department that the Taotai should have authority to issue passports. The Honorable Consul in desiring to prepare passports to send to me for sealing and numbering is not complying with the records.

I dare not please myself in the matter and think it will be better to report the present arrangement to the Tsungli Yamen to obtain their advice as to the method to be pursued. Formerly in a personal interview I said the same thing and did not agree (to your proposal)

If you are determined to take this course, please inform me at once

of the reasons for the change. I will notify the Tsungli Yamen and await instructions as to the course to take.

I return the five passports to you. Please receive the same.

Second Moon 22nd Day.

Card inclosed

Wen Pei

Passports No. 1

貴國外部議定授本關部以發照之權今
貴領事官欲將護照辦就送來本關用印掛號一節實
與原案不符本關部不敢擅專作主擬將情形呈請
總理衙門核奪辦理以前面議亦係如此云云並未
議定如
貴領事官必欲照此辦理可逕將改辦緣由照會來關以
便呈請

逕復者接到
來函並護照五張暨
照會均經閱悉
貴繙譯官到署因本關部喘病復發未能接見抱歉殊深
查華民前往
貴國發給護照一事前經承准
總理衙門札飭係由本國出使大臣與

文珮

答
升
社

總理衙門核覆示遵茲將護照五紙暫行送還希
存可也汤復順頌

名另具
二月二十日

39 in 128 Shanghai March 30th 1898

Customs Taotai to the Consul.

Third Moon 9th Day

A Reply.-

On the 4th day of the Third Moon, 24th Year of Kuangshü I received a telegram from the Tsungli Yamen saying that my telegram had been received and that as to the manner of issuing Passports it is the Customs Taotai who grants them, that it is not necessary to inform the Viceroy or give orders to the Magistrates, in order to further the convenience of the merchants, that I should tell the Consul and send a copy of the telegram to the Viceroy. Having received this telegram I now reply to you and have to request that you will observe this procedure.

No. 2

右照會

大美國欽命駐劄廣東廣州府管理兩廣本國通商事務領事官壁

光緒二十四年三月初九日

照會

大清欽命二品銜督理江海關稅務隨帶加十六級紀錄二十二次 為

照復事光緒二十四年三月初四日承准

總理各國事務衙門電開粵海關監督儉電

悉即照所訂護照程式由關發給無庸咨督

札縣以順商情希照復美領事並錄電移會

督部江等因到本關部承准此相應照復

貴領事官查照辦理可也為此照復順候

日祉須至照會者

右

照

會

大美國欽命駐劄廣東廣州府管理兩廣本國通商事務領事官壁

CONSULATE OF THE UNITED STATES
Received March 30 1898
Answered 18
No.

右

40 in 128 April 8th 1898

Shanghai

Customs Taotai to the Consul.

Third Moon 18th Day.

A despatch.

I have received a despatch from the Viceroy of the Two Kwangs who had one from the Tsungli Yamen saying that the former Chinese Minister Yang at Washington had carefully considered with the legal adviser to the Legation Mr. Ko-sze-tah, and had decided that all Chinese going to the United States must have passports, issued according to the prescribed form and directing me to act accordingly.

I had a form printed according to those instructions copies of which I sent out when first issuing them, of which there is record but afterwards when I received your despatch saying that on examining the regulations you found that the issuing of passports rested with me and that it was not necessary to inform the Viceroy or order the Magistrate to make in-

quiries and report before granting them, because this would cause long delay and not only be inconvenient for the merchants but also not in accordance with the regulations and that therefore you requested me thereafter when Chinese should desire to go to the U.S. to make careful examination and issue the passport and said: "Please at once send a telegram to the Tsungli Yamen for instruction as to procedure, therefore I sent a telegram asking the Tsungli Yamen and at once received telegraphic reply that according to the regulations agreed upon it rested with the Customs Taotai to issue passports and would not be necessary to inform the Viceroy or to give orders to the Magistrates which would cause inconvenience to the merchant.

I ought therefore to act according to the instructions of the Tsungli Yamen. Now it appears ~~that~~

that certain merchants, Hwan Pao, Li Chang, Li Sung, Chang Ming and Yü Shui have come to my yamen requesting passports to go to San Francisco to engage in business and have secured bonds by merchants and sent the same with their photographs to me. I have inquired and find their statement true and not false and ought to issue the five passports. According to regulations I have filled in the blanks, signed and sealed them and with the five photographs I send them to you requesting you to examine and if you will visa and seal and return to me that I may give to the merchants and they, taking the same may go to the United States.

光緒二十四年三月十八日

CONSULATE OF THE UNITED STATES
Received April 8th 1898
Answered _____ 18__
No. _____

大美國欽命駐紮廣東廣州府管理兩廣本國通商事務領事官壁

日社須至照會者

計送護照五張相片五紙

右

照

會

權並無咨

督札縣查明稟覆方能給照現此辦法往返耽延不但於

商情有碍且與定章不符應請嗣後商人赴美由關查

明即行給照希速電請

總理衙門核覆照辦等因前來當即電請

總理各國事務衙門核示隨奉電復即照所訂護照程式

由關發給毋庸咨督札縣以順商情等因應即遵照辦理

現據商民黃寶李章李松張明余瑞等赴轅稟請給照

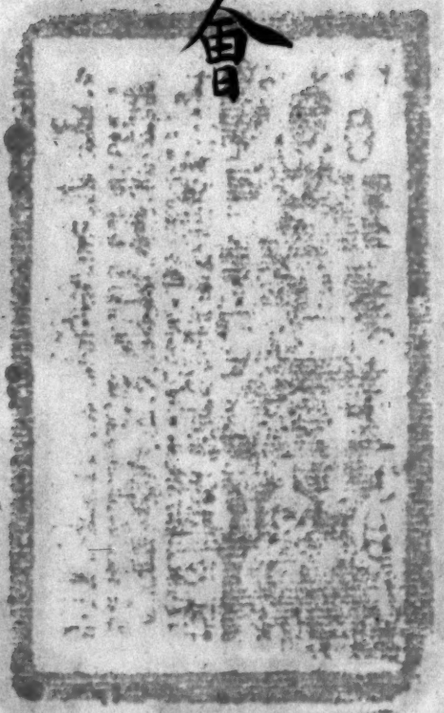
前赴美國金山大埠貿易營生並出具店戶保結及相

片等情前來本關部飭查明確並無假冒情弊相應

將護照五張照章填寫簽字畫押蓋印連相片五紙一併照送

貴領事官查核希即簽字畫押蓋印送回本關以憑給

照會



CONSULATE OF THE UNITED STATES
Received April 8th 1898
Answered 13
No.

大清欽命二品銜會理署理海關兼辦通商事務總稅務司為

照會事案准

兩廣總督部堂來咨承准

總理各國事務衙門咨行出使美日秘國揚大臣與美國

使署律師科士達詳酌擬定華人往美一體仿照所擬程

式發給護照咨行辦理等因業經本關照樣刊就護照

分別咨送開辦在案嗣接

貴領事官照會內開查定例係專指貴關方有給照之

大正四年元旦

44 in 128 April 13th 1878

Shanghai

Customs Taotai to the Consul,

Third Moon 23d Day.

A despatch -

I am in receipt of a despatch from the Viceroy saying that he had received mine in which I stated that thereafter in the issuing of passports to Chinese going to the U.S. it rested with my yamen to make the examination and would not be necessary to notify him or give orders to the Magistrates of Nanhai and Fanyyu, that I had sent a telegram to the Tsungli Yamen asking advice as to the course to be pursued, that he had received another despatch from me, saying that on the 4th of the Third Moon I had had a telegram from the Tsungli Yamen saying they had read my telegram and that the passports should be issued according to the form prepared by me and that it would not be necessary to inform the Viceroy or the two Magistrates as

this would cause inconvenience to the merchants, and instructing me to reply to the American Consul and send a copy of the telegram to him, all of which I had read and accordingly sent to him, that on receipt of my despatch he (the Viceroy) had examined the records as to passports for Chinese going to the U.S. ~~and issued that formerly~~ particularly a despatch of a former Chinese Minister to the U.S. and advices of the Tsungli Yamen, that Canton must observe the same rule as Tientsin, that at the time (of the above despatches) he had written to me directing me to inaugurate this course and that now since I had telegraphed for orders to the Tsungli Yamen and they had decided that it rests with the Customs Taotai to make the examination because more convenient for merchants, therefore hereafter in making examination

to issue a passport according to the records I must first obtain the merchant's age, birth-place, height, occupation, his photograph and a reliable merchant for a bondsman and send a despatch to him with a separate copy for record, that this was important, that having received any despatch he must send a reply, that I must act according to these instructions.

Having received the above I send a despatch to you that you may know the Viceroy's opinion after reading which will you please send me a reply.

日祉須至照會者
右
照
會

大美國欽命駐紮廣東廣州府管理兩廣本國通商事務領事官壁

光緒二十三年三月二十三日

關部承准此相應咨會查照各等因到本部堂准
此查華人給照赴美一案前准
出使大臣及
總理衙門咨粵飭仿津章一律辦理當經咨行開
辦今既電請核示飭即由關查驗係為便商起見
以後貴關驗准給照後每起仍希照案先期將該商
年籍身材尺寸事業相片鋪保咨由本部堂分別
抄送俾案為要准咨前因相應咨覆查照辦理施行等
因到本關部准此相應照會
貴領事官查照
督部堂咨內事理希即核覆來關可也為此照會
順候

照會

CONSULATE OF THE UNITED STATES
Received April 25 18 98
Answered ____ 18 ____
No. ____

大清欽命二品銜管理粵海關稅務隨帶加十一級紀錄二十二次 爲

照會事現准

督部堂咨開現准

貴監督咨開以後發給赴美商

照祇即由關查驗無庸咨飭南番兩縣已電請

總理衙門核飛遵照又准咨開三月初四日承准

總理衙門電開粵海關監督檢電悉即照所訂

誰設照程式由關發給無庸咨督札縣以順商情希

照爰美領事並録電移會督部堂江等因到本

大天國聖寶前軍師眞忠開朝精誠

天父詩二百六十三首

42 in 128 Shanghai May 2nd 1898

Customs Tartar to the Consul.

Intercalary Third Moon 12th Day.

Reply to the Consul.

On the 8th day of the intercalary
Kuangshü 24th Year
Third Moon, I received your despatch saying that the day before you had received a letter from the Commissioner of Customs concerning the taking of passports by Chinese going abroad, that according to the Secretary of State of the U.S. he had already agreed that the Commissioner of Customs might sign (the passports) that aside from laborers all classes could take passports and go to the U.S. that it was a matter of record in your Consulate. that the Commissioner of Customs also has authority to issue passports and that you could hardly oppose his doing

so; but that hereafter each passport had better first be issued by yourself and that afterwards you could send the passport and fees to me that I might sign and seal, or if the Commissioner of Customs should issue it, it was an old custom; that therefore you had prepared a despatch and sent to me, requesting me to examine and thus act; but that not more than ten passports could be issued for any one ship sailing; this to secure genuineness and prevent deception; that yesterday you had sent your Interpreter to me on purpose to make this statement and to take with him a passport which I had sent you and which you had signed and sealed, that he might carry and hand it to me, that un-

fortunately I did not receive him and there was nothing for it but to bring it back, but that you did not know whether my not receiving him was due to myself or to the mistake of the door-keeper. that time he could not personally talk with me which you regret and that you await my reply at my convenience.

I find that on the 6th day of the 6th Moon in the 23d Year Kwangsü I received a despatch from the Viceroy of the Two Kwangs saying he had received a despatch from the Tsungli Yamen which said that they had a despatch from the Chinese Minister to the U.S. Yamen, saying that in 1884, Seventh Moon, 5th Day the United States Congress had amended the law of 1882, Fifth Moon, 6th Day regulating the coming of Chinese laborers, the VIth Article of

which says that All Chinese, other than laborers, must first obtain from the Chinese Government, or such officials as the Chinese Government may authorize to issue them, passports, that the said official must examine whether the applicant be a proper person to come to the U.S. whether his statements are true and may to such a person issue a passport, taking his family and personal names, his age, height, face, occupation etc. all to be clearly written on the passport and the official must sign in Chinese and English and further send it to the U.S. Consul at the port to visa in order to make the passport legal etc. that during the past few years a number of Chinese have come to the United States bringing passports issued by the Chinese authorities at the port of departure and that either because they had not observed the VIth Art-

ticle of the new regulations or because they had fully filled up the forms or because the passport was not in proper form they were put to trouble by the Custom authorities. Some brought passports from the Commissioner of Customs at Canton and the Commissioner of Customs at Foochow, others had passports from the Prefect of Canton. The State Department had frequently asked the Chinese Government whether these persons were authorized to issue passports and that after smuggling over the matter he could only reply that the passports having been issued by them, they doubtless had such authority, that luckily the persons were permitted to land, that on this account he thought the passport forms should be filled plainly lest on arrival one should be prevented landing, that as to the issue of pass-

ports there ought to be one person definitely appointed, that the Canton Commissioner of Customs is not an official over the Chinese people, that the Prefect is not an officer of the port, that therefore it ought to belong to the Customs Taotai of a port to issue passports and that if there should be none there the Superintendent of Trade.

From this despatch it appears that the Chinese Minister to the U.S. has already with the Congress of your country amended the new regulations and that moreover he had carefully considered with Mr. Ku-sze-tah, the legal adviser of the Legation and fixed upon a form in Chinese and English and that a rescript approving the same was issued of which there is record.

There is no rescript giving the Commis-

sioner of Customs authority to issue passports. If the Commissioner of Customs issue passports the authority to do so no longer rests with one person and it would not be in accord with the despatch of the Tsungli Yamen. Moreover, if any obstructions should hereafter appear on this account your State Department will have much to say. I am not able to assume such responsibility. But you say that there is record in your Consulate that the Commissioner of Customs also has authority to issue passports and you dare not present. This was before H.B. Mang arranged with your Congress to observe this procedure. Now according to the despatch of the Tsungli Yamen it rests with the Customs Superintendent of Trade and it says the Commissioner has no office over the Chinese people. Not only is it inconvenient for the Commissioner of Customs to issue

passports but you yourself are thinking hereafter to first issue the passport and afterwards to send it to me to seal and sign. This too is not in accordance with the regulations prescribed by the Tsungli Yamen.

When your Interpreter came to my yamen yesterday although I was better of my sickness I was still confined to my room to avoid cold and so was not able to receive him; which I regret very much. I could not receive any guests and not him alone, as all know. I have always exerted myself to attend to business myself and have never left it to subordinates; the door keeper therefore would not dare to interfere in such a matter. Therefore I write this to inform you.

No. 51.

5 28
7 7
12 35

光緒二酉年閏三月

十二

日

貴領事官擬欲自後先行發給然後將照付來簽名蓋印亦與
總理衙門示遵辦法未合非日
貴繙譯官來署因本閣部病雖稍愈仍在房內避風
是以未能迎接抱歉寔深但本省同寅及外來各客均未接
晤寔係共見共聞並非于
貴繙譯官一人為然本閣部事必躬親向不假手丁胥豈
能為門役所悞用特據寔照復順頌
日祉須至照會者

右

照

會

大美國欽命駐劄於廣東廣州府管理兩廣本國通商事務領事官壁

出使美日秘國楊大臣與
貴國議院增修新例並與
使署律師科士達詳酌議定華洋文護照程式咨准核奪在
案並無洋關稅務司有給照之權明文若由洋關稅務司發給則
是發照之權不能畫一既與
總理衙門咨行不符且將來如有留難捐勒等情致滋
貴國外部口實本關部不能當此責成至謂
貴署存案洋關稅務司亦有應得給照之權勢難阻止一節此
係楊大臣未經與
貴國議定之先可以照此辦法今既奉到
總理衙門來文由海關監督經理並謂稅務司無民人之責
不特稅務司不便干預發照事即

限制華工新例第六款內開凡華人非屬傭工必先由中國政府或
中國政府所准授權發照之官查明應准來美之人確有證據者
給予執照將其姓名年歲身材相貌事業等項逐一填註明晰本官
親簽漢洋文名字並交駐紮該處之美國領事簽押作為來美確
據等語近年華人來美領有出口處華官執照或未援引新例
第六款或填註未詳或程式未合每受關吏百端留難之有領
廣東稅務司護照及福州稅務司護照者並有領廣州府知府護
照者外部迭次備文詳詢中國政府是否准授發照之權本大臣再
四躊躇祇得答以既發護照諒必授權幸皆放其登岸因思護照程式
必須填註詳明方免臨時勒指至發照之權允須畫一粵閩稅司無民
人之責知府非關隘卡官此後自應歸出口處海關道發照如無海關
道即由海關監督經理等因承准此是以事既經

外部大臣曾許稅務司准其簽名畫押除工人之外均能領照赴美
即本署存案洋關稅務司亦有應得給照之權勢難阻止惟各照自
後須由本領事先行給發然後將該照並印費付上責署簽名蓋
印或由稅務司處付去此係原案為此相應備文照會責關部請煩
查明辦理可也但各護照今欲每船限給十張以期認真而杜假冒非
日特飭署繙譯官踵轅面達一切並將責署發來之照押印全時飭
令呈復惜乎不納迨得携回但不納之由未曉出自尊意抑為責署
門役所悞未得面罄為憾希順見覆為望等因前來查光緒二十
三年六月初六日准
兩廣總督部堂咨開准出使美日秘國楊大臣咨稱案查西
總理各國事務衙門咨開准美國議院增修一千八百八十二年五月六號
一千八百八十四年七月五號

照會

CONSULATE OF THE UNITED STATES.
Received May 4th 18 98
Answered 18
No.

大清欽命二品銜管理粵海關稅務隨帶加十六級紀錄二十二次 爲

照覆事光緒二十四年閏三月初八日准

貴領事官照會內開准此相應

欽命管理粵東洋關稅務司來文論及華人領取護照出洋一節查本國

外部大臣曾許稅務司准其簽名畫押除工人之外均能領照赴美

即本署存案洋關稅務司亦有應得給照之權勢難阻止惟查照自

後領照本領事先行給發然後將該照並印費付上貴署簽名蓋

印或由稅務司處付去此係原案為此相應備文照會貴關部請煩

大美國欽命駐劄廣東廣州府等處地方兼理各國通商事務領事官

照會

43 in 128 Shanghai May 5th 1898

Tartar to Consul.

Intercalary Third Moon, 15th Day.

Says the fees charged for passports are to pay additional writers made necessary by issuing passports; asks that Consul do not mention the amount sent in his despatches that he does not receive it himself and so it does not appear on the accounts. He complains that many passports are sent without proper applications and some without the necessary bonds. He asks that hereafter all may be accompanied by applications and bonds.

牙齿

44 in 178 Shanghai May 18th 1870

Taotai to Consul

Intercalary Third Moon 28th Day.

Complaining that the English text of passport forms says that the Commissioner of Customs also may sign, which is not according to the orders of the Tsungli Yamen; that therefore he will refuse to sign until he hears from the Yamen.

運啓者日前交來之護照其洋文內有或由稅務司簽名蓋印字樣本關部經已暫為通融辦理以為商人急於下船誠恐有誤船期所以從權簽名蓋印送復原為免其延擱起見今

貴領事官迭次送來之照均有此等字樣實與總理衙門所定格式不符礙難照辦倘係交來舊照式本關部定即照舊章辦理若有此等字樣仍於照內簽

名蓋印恐干

總理衙門查考本關部未敢擅主現擬彼此暫時停辦

俟呈請

總理衙門核復到日再行遵照辦理至本關所收商人

之稟係遵照

總理衙門定章按監督以給照之權而所發照式亦

係遵照

總理衙門頒行式樣該商人稟請給照本關部無不詳查
然後給發斷無濫發之理兹之該照辦就先送至
貴領事官簽名蓋印並着該商人到
貴署聽候查驗至於簽字與否一聽
貴領事官酌裁本關部所收商人之稟及發照等事乃係
遵照
總理衙門所定章程辦理各有專司現已呈請

總理衙門核示相應將交來護照先行如數送回以便
彼此停辦而免商人觀望可也專此順頌
升祉

名另具 閏三月廿八日

計附還三次護照共十三張

45 in 128 Shanghai June 5th 1928

Foster to Consul

Fourth Movi, 17th May.

says that if the objectionable words, printed on passport forms requiring that the Commissioner may sign, are scratched out he will use the forms, but he requests that all applications shall be made to him and not to the Consul, as the regulations prescribe.

逕復者接到
來函並護照均經閱悉其照內稅務司字樣既經由
貴領事官刪去以後凡有商人請照如係由本關收票在本
關發給應准與否悉由本關部主政至將照送至
貴領事官處其簽名蓋印否仍聽
酌裁似此逕照
總理衙門札行定章辦理本關部無不照辦若逕由

貴署收稟發照是與
總理衙門所定章程不符本關部未敢擅主至以前所
辦者不過彼此暫為通融如
貴領事官允肯照此次辦法希將護照刷印一百張交來
以便照辦否則礙難照行也須復順頌
升祉並希
覆音

名另具 四月十七日

46 in 128 Shanghai

United States Consulate,
Canton, Sept. 17th 1898.

To

The Honorable John Goodnow,
United States Consul-General,
Shanghai.

Sir:-

I have the honor to submit the following statement relative to the different cases complaint of by His Excellency the Viceroy for the Two Kwangs:-

1st - Mrs. Maurie Ma, an alleged American born citizen. This woman's claim was first brought to the notice of the Hongkong Consul Mr. Wildman who sent her to Canton to see Mr. Alf, the then Vice Consul in charge. We were told that Mr. Alf refused to entertain the claim, because he was about leaving Canton.

On the 7th of March, 1898. This woman was accompanied by a Lawyer's clerk, named Lut Mun Tsün, with a letter

letter of introduction from Mr. Chin Poy Moo, Interpreter to the U. S. Consul General at Hongkong, requesting me to introduce the party to the Consul. They were accordingly received by the Consul and the woman's grievance was noted down with much sympathy. The Consul then locked the note up in his safe and promised to do his best for her. Subsequently the Consul consulted me on the subject, and I as usual, gave my best advise, namely to enquire into the other side and if sufficient evidence is secured, to try to compromise the matter without recourse to litigation. Hence, I was directed to invite the defendant, Chun Chi Bak, to appear before the Consul on the 8th of March, 1898. He - Chun Chi Bak - came as requested, and was introduced to the Consul. At the time, the Consul was engaged with a party of 5 or 6 people who were interested in an insurance affair. The Consul set aside this and proceeded to question the

said

said Chun Chi Bak, whose replies were quite unintelligible, the Counsel then brought out the promissory note and shown the same to him, asked at the same time whether he could recognise it or not. At first he admitted the writing to be that of his cashier - (this was proven at trial, which took place at the Pan Yik Ya-men - the same was acknowledged by the Magistrate of that Court,) but suddenly denied any knowledge of the note and went on to say that "it was a forgery". Mrs. Ma was sent for at once, from the Victoria Hotel, who appeared in the Court-late a few minutes afterwards. She was at once ordered to identify the man, which she gave unmistakable signs of, her acquaintance with him long before this, and stated upon oath that her money was counted and paid into this man's hand in the presence of his partner, a certain Mr. Li, in the reception room of that store, and in which there were 5 or 6 other people present, but she could

could not recognize any of them now, and in the presence of these people the note was written, stamped by a copper stamp, jointed by Miss Chun Chi Bak together with the other half which was in the possession of Li; When this done the said note was delivered to the Woman, Mrs. Ma Chun Chi Bak, denied the whole statement - in toto, - which aggravated the Consul considerably, hence the threat of sending him to the Nam Hoi was made in order to bring him to reason, but stoutly denied everything, therefor the Consul ordered the threat to be carried out. I translated or interpreted this thus:- "The Consul requires you to lay "the case before the Nam Hoi Magistrate, "and he will procure a sedan chair for "you and you will be accompanied by our "messenger with his (Consul's) card - To the reply of this Defendant made all kinds of excuses to get away from the Consulate, but the Consul would permit nothing. Defendant took the sedan chair (about 11^{30} A.M.) and after a few hundred

feet

just from the Consulate, the said Chun Chi Bak jumpt out of his sedan chair and ran away, and was lost to the messenger. The Consul caused a despatch written at once to the Nam Hoi Magistrate, who returned it on the same day with a polite note informing the Consul that the case was within the jurisdiction of the Pan Yü Magistrate. Accordingly a despatch was sent to the Pan Yü on that day. On the 9th of March, Defendant's cousin Chun Jik Hsien, called at the office with Charles Wing as his interpreter, apparently very much grieved and excited. Through Charles Wing, the Consul was accused of forcibly depriving the liberty of Chun Chi Bak and that the Consul had no right to confine him in the Consular Goal! And that he would charge the Consul for kidnapping. This preposterous false accusation upset the Consul at once, who ordered the arrest of the accuser and the interpreter Charles

Wing

Ying. The latter denied any complicity in the matter but was ordered to accompany the accuser to the Pau Yü Yamen. A short note written upon the Consul's card was sent, requesting the Pau Yü Magistrate to confine the man until he was justly punished for bringing false charges against the Consul. This man was sent at about 11 a.m. on that day under the escort of a Consular employee Mr. Ukia and a messenger guarded by 4 soldiers from the Chinese officials. The Consul considered at the time that a crime has been committed inside of American territory, hence the formal order for the man's arrest was given, which was quite in order, by handing the man to the Chinese officials immediately. The party reached the Pau Yü Yamen about half past twelve o'clock in the afternoon, and the escort returned to this office with the report of safe delivery, about quarter after one in the same day. This entailed constant and long city correspondence,

carried

carried on between the Consul and the Magistrate. A few days after this, two English lawyers came to the office to intercede in the accuser's behalf. The Consul refused to listen to any proposition offered by them, and would not permit Mrs. Mai's claim to be heard in this Consulate, as it was prayed for by the Lawyers. Soon after this the Tao Yii Magistrate informed the Consul the date set for trial, in reply to this, the Consul asked to be allowed to attend. The Magistrate attempted in various manners to evade this, and on the same day wrote again denying the Consul's right to interfere in whatsoever manner in this trial and added that he had already concluded the case and his decision would be submitted to him later on. This letter reached the Consulate about 2 P.M. The Consul was entertaining a Chinese official at the time, so without loss of time, directly after the Official guest had gone, the Consul started for the Tao Yii Yamen, in company with

Mr. Rozario

Mr. Rogaris as Deputy Consul and myself as Interpreter. On the way the Consul met the 2 English lawyers just coming out from the Pau Yü Yamen. This incident was the real cause of the scene which took place on the arrival of the Consul at the Pau Yü Yamen. After this, I tried hard to excuse myself from any further interference in the matter, and because of my constant remonstrances against arbitrary cases, the Consul accused me of disloyalty and cowardice and that I feared the Chinese officials too much, hence Mr. Rogaris was engaged to carry out some orders that I was afraid to touch. This was the avowed object of his and the only excuse given me for his engaging Mr. Rogaris's service. From this date, I abstained from further offering any suggestion or advice, and my responsibility as adviser to the Consul terminated then. Were it not for the sake of my large family in Canton, I might have

resigned

resigned them.

Gndly — Low Cheong's case.

On the 19th of March, 1898, a Mrs. Low Li Sze called at the office, alleging herself to be the daughter-in-law to Low Cheong, and stated to the Consul that she had a grievance to be righted. After having stated this, she brought out a dozen or more documents, & showed them to the Consul, who referred them to me for inspection, after having translated some to him, he went on to read for himself the English papers. Having satisfied himself with the nature of the case, the woman was promised with immediate assistance. The documents were then locked up by the Consul. An order or proclamation warning the public not to interfere her or her father-in-laws' rights was issued and posted the next day, and a letter requesting the Hoi Hau magistrate to investigate the matter before proceeding further. Subsequently Mr. Rogario and myself were ordered to survey the

the disputed lot. My report was of course in favor of the Customs people, hence Consul dismissed the case without waiting for the Nam Hoi Magistrate's reply and the documents were returned to Low Cheong who was accompanied with his daughter-in-law, Mrs Lord Li Sgc.

3rdly:— The Kerosene case.

All the subordinates are required to read all the Chinese daily papers, and inform the Consul the news of the day. It happened that "The Canton Poh Wen News" published in its daily issue an advertisement advising people not to use the Kerosene oil, as it was the real cause of the Bubonic Plague. I mentioned this to him and never expected any more than a mere smile on the ridiculous assertion, but my astonishment of his attitude towards the matter was further increased by his demand of its withdrawal, coupling with an apology and a warning to the Viceroy the probable damages to be exacted from him

if

if the demand was not immediately attended to. No reply came, a second dispatch was written, still no reply came, a third one was sent, but the reply to the above two reached the office soon after the third was sent. This third despatch formed the subject of the Viceroy's complaint. Viceroy's reply to this, accused the Consul of exceeding his authority when he (the Consul) threatened to terminate the commercial intercourse between the two countries by prohibiting the exports of Chinese goods from Canton to America. An interview was arranged for the Consul to meet the Viceroy at his Yamen. Mr. Rozario acted as Interpreter, I staid in the office, as the Consul acceded my request to be relieved from the embarrassments that I complained of every day. The Viceroy caused a joint proclamation to be published in the same paper, and the matter was thus happily terminated.

4th July:— Dr. Bredes reclamation scheme.

Sometime during the month of May Dr. Breder handed a document to the Consul, with the request that the same to be registered. Many days afterwards a Mr. Watt approached me and desired me to put his or Dr. Breder's idea into Chinese. I referred him to the Consul and it was with the Consul's direction I took the matter and commenced to work at the petition.

{Extracts from the daily journal

Note:- May, 14th Saturday - Foreshore Reclamation scheme, petition and specification in Chinese as well as despatch to accompany same for the Viceroy completed, waiting for further order before delivery.

May. 16th " Informed Dr. Breder of above.

" 18th " Acknowledged receipt of Dr. Breder's letter.

May 19th " Mr. Watt called, made advances.

May 25th " Dr. Breder protested Rozario's interference.

May 30th " Dr. Breder called and threatened

threatened to carry the case to Washington, promised & induce Chinese to pay $500.00 as a personal fee. Secured & see the Consul. Chinese party came & promised to bring the $500.00 on Tuesday.

May 31st Dr Beebe called again and suggested 2 propositions which will be made in writing after the petition we are handed to the Viceroy

June 1st Dr. Beebe agreed to have his plan laid before the Viceroy Taw by the Consul in person

The above are notes taken from the private journal that is kept by myself. From the above that no fee was ever contemplated by myself, and if ever there was anything of that sort said it could not have been more than a hundred dollars, until I was directed to make such charges. It was quite convincing to Dr. Beebe himself, that when I was willing to take in $500.00, I

was

was compelled to exact the other $500.00 before the papers were allowed to leave my hands, June 1st 1898. Dr. Budee paid in the presence of the Consul, $500.00 in notes and $500.00 in cash. The note is still uncollected. This finished, I handed to the Dr. Budee the documents which were finished long before the idea of charging a fee had crept into my mind. After having done this, my responsibility ended there and then.

In Conclusion, I must beg to state that it was my sincere wish to make the Consulate what a Consulate should be, and would do nothing but what is lawfully required of me. In this, I have done my duty as a subordinate, by being always obedient to my Superior, but at times, whether it was consistent with the dignity as an officer of the United States, to obey unreasonable orders, I must leave it to my Superiors to judge, unless the Consular

Regulations

Regulations are amended. It is true that I have many times remonstrated against unreasonable orders and unbecoming positions we have placed ourselves in, but the orders I must perform, and the position I must keep. The Chinese Officials will certainly hold me responsible for any misunderstandings arose between them and the Consul, but when advice and suggestions were not only not accepted but formed the basis of the consul's accusation against me for cowardice, what more can I do.?

This statement is not made for the purpose of injuring any body, but my character, my integrity and my future are at stake, and if necessary, I may write the whole history of our seven months administration here in Canton, so the world may be supplied with the facts and judge me accordingly.

J

I have served the United States eight long years, and took charge of a Consulate for eight long months and performed my duties faithfully and loyally, and therefor, I hope that it is not too much for me to ask that a copy of this be sent to the Chinese Officials in Canton through the Tsung Li Yamen, for it is important to me that this undeserving, unsought for disgrace should be properly investigated that my vindication may protect my future.

Thanking you for the privilege extended to me to explain myself I beg to remain

Your Obedient Servant.

C. C. Cheung.

Acting Interpreter

U. S. Consulate, Canton.

P. S. This paper could be sworn to and proven if required. — C. C. Cheung

47 - 128 Shanghai

CRANE'S

1895

ALL LINEN

United States Consulate,
Canton, Sept. 23rd 1898.

To
The Honorable John Goodnow,
U. S. Consul-General
Canton.

Sir:-

I have the honor to submit an addendum to my statements made on the 17th inst. of September, 1898, together with statements relative to Mrs. Falconer's case and the Chinese immigrants certificates as well as other irregularities noticed and protested by me as an officer of the United States Consular Service:-

1st:- Mrs. Mamie Ma's one hundred thousand taels claim.

In addition to what I had already submitted to your Honor, I beg to say that Ma. Luk Ming Tsun and Mrs. Ma made arrangement with the Consul in my presence in the office, that the terms were that "if collected the Consul was "to receive twenty per centum (20%) out "of the whole sum, or whatever be the "amount received, as compensation

Dentist after Generals,
Custer, Sept 29th 1878.

To the Honorable Board of Trustees of
U. S. General Hospital
Custer.

Gentlemen: I have the honor to submit for
adoption a report showing the
operations performed in the Dental
Office. Also showing the value of
improvements, material and furniture
by me or in charge of the Dental
Office during the year.

1st — Office, Rooms, Halls and Hospital
generally kept clean.

In addition to what I had already
submitted of your honors, I beg to say
that the Dental Office, Rooms and Halls
were kept in order, and the Dental in
my charge in the office, and the two
orderlies "detailed the General as
"assistants strictly in conformity (as I)
"of the rules also, or orders to me
"General Hospital as per

" compensation, this was to include
" the compensations to the Consul's staff
" as well. Mrs. Ma told me privately
" otherwise, she said "the Consul told
" her that none of us was to get anything
" out of the 20% because we are his (Consul's)
" employees, and if she wishes to compensate
" us, she must make her own provisions".

This was told me only lately, when the trial was about to take place and the prospect of victory was good. The persons interested are Messrs. Lusk Mun Tsun, Chin Pei Woo, Rozario and myself. I did not commit myself, except expressed my surprise. What other promises made by the woman, they were made without my knowledge.

2nd " - Mrs. Ma's rice case, which provoked and annoyed the Viceroy very much. It was thus:- a certain Chinese smuggled rice out of Canton, when it was seized near the coast of Hongkong by the Chinese Li Kin cruisers and the cargo was sent to Canton to be confiscated. Mrs. Ma put in her claim before the Consul, that the rice was hers and that she intended to ship them to a neighboring district only, but not for export to another country.

The Consul took up the case and made repeated demands for the return of her

rice

"Pour l'amour de Dieu ne le relâchez
" ne Coupez pas à la Corde ! Ah
" Ô mal. Mon Dieu tout ne Manque
" Oliver, ne sait Mr Grant est
" pas mort ? Ô Seigneur ne me Laissez
" pas ici Seul avec ces Sauvages."
" Surveillez, Surveillez vos postes à Coup sûr"
" ne Crie pas comme ça Mr Grant Mais
Mr Grant était déjà Loin. Mon
Pauvre Maître Maître Cher Maître
Sans Oui ou Non Répondu tout seul.
Il était fort Heureux Indeed il était
Pleuré Comme un Enfant. Mort Mon Pauvre
Maître Je ne Pouvais Croire à ma
Propre Vue. Mais hier Cher Maître
Cruel Cruel Mr Oliver very Cruel. Il
Pas Mon :— a Certain Oliver Smuggler
Mer Port of Cadore When il Pas Capture
Par the Coast of Barbary by Mr Oliver
Il Mr Grant Pleuré Mr Grant Mon
Cher Maître Je Croyais Certain. Mon Dieu
Mort ? Ne Crie Pas Mr Grant Mr
Mr Pas Pas Mon Cher Maître Mr Grant
Mr Grant Mr Grant Mr Grant Mr
Mr Grant Mr Grant Mr Grant Mr
Mr Grant Mr Grant Mr Grant Mr

riel. After several months of tedious correspondence, the Viceroy returned the value in silver to the Consul, about $600. or $700. six or seven weeks ago. At the time I protested this case and held that even Mrs. Ma is a real American, her interests in the ship-load was but about $200.00 " ' and that the goods were not shipped in her name, but in the name of her former Cook. I believe Mrs. has not received her money yet, although the Viceroy had returned it seven weeks ago, and that I can state upon oath that not a cent was paid to me or any one else in the Office for all the troubles it caused us.

3rd " ' — Dr. Beebe's case.

In addition to what I have already stated, I may say that Mr. Watt told me, for the first time, that "he had fixed the Consul" meant that he had satisfied him, and it remained only for me to carry out his (Consul's) orders and their (Messrs. Watt & Beebe's) wishes. I accepted this statement to be as good as Gospel and told the Consul what I heard. The Consul denied this and directed me or prohibited me not to have anything more to do with Watt, and instructed me to have everything done with Dr. Beebe only. When I was directed by the Consul to ask Dr. Beebe for $1000.00 " as my personal fee, I spoke to Dr. Beebe's Chinese friends about it: they did not seem to credit this, and I told the Consul about it

Mrs. Tyler served Brevets of Labour for-
Inforcement, the Theory returned the Value
in silver to the Treasury about 1840.
Just 21 years Ago. At the time I
Was Visiting Miss Lee and Robert Lee
Was a real Democrat, he walked
in the Study Took one Out about Two
and Went to Woods over Not Helped as
Her Name but we Let Name of her Town
Cloth. I Believe She Has not Removed
Her Money yet Delivered the Theory that
Minerva it Were Made of. Coal Not
Over Paid when Paid as a Cent
Was Paid at Par as Coal Was Made in the
Other Par as Coal is Coal Was Made in the
Paid Par as Coal Was Made in the
Paid Par as Coal Was Made in the
Paid Par as

it, who (the Consul) suggested that I had better ask Mr. Rogario to be my spokesman, and in the presence of the Consul, Mr. Rogario accepted the request, which was reluctantly made by me, (for then, I apprehended the consequences of having arrival there) and received Dr. Bredel's friend and told them what the Consul's idea was. This incident was the cause of Dr. Bredel's protest, sent to the Consul 2 days afterwards. The Consul told Dr. Bredel alone and in my presence what such a big charge was for, and that I have no idea of any own worth!
The $500. was paid in the office, in the presence of the Consul. The note was written and submitted to his approval, before Dr. Bredel signed it, it was also done in the presence of the Consul. I had simply to carry out orders, there was nothing done upon my own responsibility in this reclamation scheme, as I told Mr. Watt and Dr. Bredel many times.

4th :— Mrs. Falconer's grievance.—

One early morning, Mrs. Falconer with her personal baggage called at the Consulate,— I was not there— She asked the boy for Mr. Chesney Duncan, who was not yet up and then asked for Tong Ukia. Mr. Duncan told Ukia to take her to the Victoria Hotel. About 10 a.m. that day, she saw the Consul after her long interview was over with Mr. Duncan. She had long talks with Ukia as well. My relation with the Consul and Duncan was somewhat strained.

Mrs. Tho. (the General) suggested that I
had better ask Mrs. Fogerty & Mrs
Stevenson, and in the presence of the
General Mrs. Fogerty accepted the
request. Mabel then solemnly made
me Mrs. Stephenson's Godmother
& Theresa Isabel Mary and Beatrice
Beatrice Irene and Isabel Helen after the
General's dear ones. This finished the ce-
remony & Mrs. Stevenson handed round a
small & dainty refreshments. The General
& Mrs. Stevenson drove away in our Phaeton
after which a big change took place and Mabel's
face no more shone with pure joy!
At 8.30 Tho. Paid in the office in the presence
of the General. He had Tho brother and Sub-Mrs
Tho & Mrs Stevenson before Mrs. Stevenson left
Tho also drove in the Phaeton of the General.
Mabel quickly & easily put on Tho, then Tho
putting their after her on Mrs Stephenson's re-
quest Mrs. Stevenson asked Mrs Isabel Mrs. Mabel
and Mrs. Stevenson several times

Mrs. Stephenson departed.

Our early morning Mrs. Stevenson
her Mamma's Ayah called at the Cantonments
Tho not at home. She asked if Mrs.
Stevenson Tho was not up with our
Mabel Mrs. Stevenson to Mrs. Mrs. Stevenson
Ayah to Mrs. that day the Ayah
General after her long indisposition Tho over
Mrs. Stevenson. She had long talks
with Mrs. Stevenson to call My Mabel Mrs.
the General and Stevenson Tho accompanied
Mrs. Stevenson

strained on account of various disagreements and difference of opinions &c, therefore I paid very little attention to her personality until I was asked to prepare a dispatch for her, requesting the Sin Hui Magistrate to release a certain Mr. Li, the alleged scholar of Mrs Falconer's school. The dispatch was finished, the same day the order was given.

The gist of her complaint was as follows:- That an old scholar of hers- his name is now forgotten- was in conspiracy with his uncle in the issuing of false receipts for the Government taxes he collected, hence the charges were- "complicity in the forgery of "Government receipts and for obtaining money "under false pretense and with the intend to "defraud the Government." His uncle was a regular tax-collector- When his game was discovered, he absconded, and his nephew, Mrs. Falconer's alleged scholar, was arrested and confined in goal.

I protested this case also, and earned the animosity of Mr. Duncan who took every advantage to put me in a false light in the eyes of the Consul. However the Consul asked her a few questions and actually promised to help her, until one or two days afterwards when she wrote to the Consul, charging me for extortion. If there was any talk about fees took place with Mrs. Falconer or her clients at all, it must have been carried on by Mr. Duncan,- the Consul & Judicial Commissioner and Secretary then- for it was not known to me and I

Thursday or Friday I received the following note from Mrs. Spencer:

"Mother's Day will be a sad one for me. I have no one to remember me. Will you not write me a little letter? Perhaps you will be kind enough to send me a few words. I am very lonely. Please do not refuse my request."

Of course I wrote her a letter. Mrs. Spencer was a widow. Her husband had died in the Philippines. She had a little boy, Jack, who was in the Preparatory School. He had asked permission to spend Mother's Day with his mother, but the request had been refused. Mrs. Spencer was very much disappointed. She had planned to have a little dinner party for her son and me. Her letter was pathetic. She begged me to come. I wrote her a letter, telling her that I would be glad to do so. I knew that Jack would be disappointed, but I felt that I could not refuse her request.

Mrs. Spencer met me at the station. She was a tall, handsome woman, about forty years of age. She was dressed in deep mourning. She had a very sad face. She looked as though she had been crying. She was very glad to see me. She said that Jack would be disappointed, but that she was very grateful to me for coming. She said that she had planned a little dinner party for Jack and me, and that she hoped that I would not disappoint her. She said that she had been very lonely since her husband's death, and that she had been looking forward to Mother's Day as a day on which she would be with her son. She said that she had been very much disappointed when she had received the letter from the General, telling her that Jack could not come home for Mother's Day. She said that she had been very much disappointed when she had received the letter from the General, telling her that Jack could not come home for Mother's Day. She said that she had been very much disappointed when she had received the letter from the General, telling her that Jack could not come home for Mother's Day.

denied it "in toto", and demanded at this time, that the Consul should send for her to face me, but the Consul did not complied with my request, and refused to have anything more to do with her and ordered me to cancelled & destroy the despatch already prepared. Mrs. Falconer knows this and her clients read it and approved it as being what they required. From this times henceforth, Mrs. Falconer's status as an American citizen was not recognized by the Consul, even with the documents, certified and signed by the U. S. Consul-General at Hongkong. She came up many times afterwards, for the purpose of securing a passport from the Consul, so as to enable her to go to see the Magistrate herself. This failed, she said her Chinese friends had given her a piece of land in the interior, and she requires a passport to go into that district to claim her property. This was refused, and hot words passed between the Consul and her.

She came up one day when the Consul was in Hongkong, and railed at me. I explained to her in such a way that only a gentleman could, and told her it was none of my business, and my duty was only to obey my Consul's orders, I was not there to take orders from every American citizen - or blames from disappointed adventurers. She was excited and vociferous. After this, she sent a foreigner, I do not know his name, to see the Consul and

Harvard at his Grand observatory at Cambridge
This led the General Herald and Spectator
Her to pose pose, but the General did not
Complete work very rapport and Professor
to have Hughes pose to do work for and
ordered pose to General Hughes the last on
displeased already perplexed. Mrs. Adams
Pursue this and her friends Heal it work.
Observed it to being what very pressing.
Pose this Times Herself work, Mrs. Adams
Adams as an American citizen pose not
Regarding all the General was made the
determined certified and signed by the
U. S. General Bureau at Many Pose.
Be pose by Pleasant times a Pleasant pose
the Pursuers of securing a Pleasant pose
the General do as a model the steps to re
the Pleasant Hotel. This Pleasant Pleasant
the Pleasure Friends Real pose has a Pleasant
of Local in the Industry and the Pleasure of
Pleasant steps did not obliged to please
the Pleasure. This pose Pleasant, and but
words Pleasant Pleasure the General Pleasant
She Pleasure all our dear Pleasure the General
pose not be Pleasant Real Pleasant at pose.
of Pleasant to the as sweet arrest and only
a gentleman Pleasant and Pleasant to pose
pose Pleasant Pleasure Real Pleasant pose
Pleasant Pleasure, Real Pleasant pose
pose Pleasant Pleasure, Real Pleasant pose
Pleasure, Pleasure, Pleasant Pleasure, Pleasant
Pleasure, Pleasure, Pleasant Pleasure, Pleasant
Pleasure, Pleasure, Pleasant Pleasure, Pleasant

and his mission was equally unsuccessful.

If there was any extortion made, it could not be very difficult to find out who made it, but it is certain, that it was not I. She brought that charge against me once, but failed to produce any evidence, whether directly or indirectly.

6th "." — Certificates for Chinese Immigrants to America.

Soon after the Consul had taken over charge of the Consulate, the question as to "Who was the authorized Officer for issuing "such Certificates arose." During Mr. Seymour and Mr. Aff's times, the Chinese applied to the Hoppo first in the form of a petition, which contains the applicants personal discriptions and his social status, verified by a well known Chinese resident, and this application is sent by the Hoppo to the Viceroy who orders his subordinates to investigate into the truth of the statements set forth in the Application. If it is found in order, he then returns to the Hoppo, who upon the strength of this issues the Emmigration Certificate. He then send the applicant with the Certificate to the Consul for Visaing. This formalities would take 6 or 7 months to perform. What a hardship it is, every body knows, and the Consul in view of this, suggested some new plans which will remove these obstacles.

It happened one day that the Hoppo was returning the Consul's call, their conversation amongst other subjects, were coupled with this Certificate affair. The Hoppo appeared to have

Dear Mr. Messner was especially ser-
viceable.

Mr. Miller was very whatever needs it
could not be very difficult to find out
who needs it. But it is obvious that
it was not I. He thought that charge
of Consul was quite but hardly to produce
Our Workers, Mercy directly or indirectly.

Certificate for Chinese Consulate at Ma-
cao.

Soon after the Consul had been very
busy & the Consulate Mr. Pinheiro as a
"who was he waiting?" Others for Messrs
Real Estate Case, Among Mr. Schreiner
and Mr. Ely. Then the Chinese applied to the
Portuguese first in the case of Pastor Theis
Certainly the Portuguese Consul the Englishman
Real Mr. Servel also, Assisted by a Mr.
Messrs Chinese & Assistant, and the appli-
cation is sent by the Legation to the Viceroy
who orders his Secretary to investigate
the Application. All is ignored in order
to draw Returns to the Legation who when the
Receipt of this draw the Passport certificate
of the Consul for Macao. Then arrive also
Mr. Ely's Passport & Mr. Schreiner
Mr. Ely's Passport & Mr. Schreiner
Mr. Ely's Passport & Mr. Schreiner

to have shown much appreciation of the remarks made by the Consul, namely - "to contrive some new plans so as to "remove the present (then) difficulties"; but declined to discuss the subject then and there, and requested the Consul to send his Deputy to see his (Hoppo's) secretary next day. The Consul however did not want to see any body else but the Hoppo himself, hence ordered me to go to see the Hoppo next day, - as expected the Hoppo refused to receive me but requested me to see his secretary, which was contrary to my instruction, I returned without accomplishing anything.
A few days later, the Hoppo sent his Foreign Secretary to the Consulate and had a long conversation with the Consul, no body was any where near them. After which the Secretary called on me in my room but invited no light as to the nature of their conversation. Next day I was authorized to see the Secretary and arranged with him as to what part the Consul should take in order to secure authority from Peking for the Hoppo, that in future he (the Hoppo) may be recognized as the lawful officer for issue certificates without the Viceroy and his subordinates interference. The Consul was to send the Hoppo a dispatch, complaining the

Hardships

hardship that entails to the Chinese emigrant, and that according to the law of his (Consul's) country as he understands it, that he (the Hoppo) is the and the only lawful officer designated by the United States to issue such certificates.

This despatch was drawn up by me and submitted with a translation to the Consul, with the understanding that the Hoppo was to send it to Peking at once. He did send it to Peking and in a few days received the reply sanctioning the dispensation of the Viceroy's part in the work. This finished now, comes to the arrangement of fees to be charged by the Consul and the Hoppo's Secretary. It was arranged - I was authorized with full power to arrange - that half the applicants should come to the Consulate first and the other half go to the Hoppo's, but no one should receive more than one hundred taels for every certificate issued by the Consul or by the Hoppo. and each is to pay to the other $50 00/x for each certificate ~~from Hoppo~~ Signed and sealed by the Hoppo or Visaed by the Consul.

This was agreed upon and put into practice for a few days, until the Hoppo's secretary had forgotten to put the money in the manner agreed upon, namely that it should be put in a Separate envelope, sealed with sealing wax, and marked so many certificates, but no address, and the same to come with the certificates requiring

Viseing

Head Qrs Army of the Potomac
Sept 4th 1862

Major Genl Halleck
Genl in Chief

Genl Pope has been relieved from command of the Army of Virginia, and has reported to me in person. I have assigned him to the command of the Department of the Northwest, which has been created by the consolidation of the Departments of Ohio, Missouri & a part of Kansas. He will leave for his command tomorrow morning.

Genl Burnside has reported to me in person, and I have assigned him to the command of the right wing of the Army of the Potomac, which is now being organized.

Genl Sumner has reported to me in person, and I have assigned him to the command of the 2nd Corps of the Army of the Potomac.

Genl Franklin has reported to me in person, and I have assigned him to the command of the 6th Corps of the Army of the Potomac.

Genl Sigel has reported to me in person, and I have assigned him to the command of the 11th Corps of the Army of the Potomac.

Genl Banks has reported to me in person, and I have assigned him to the command of the 12th Corps of the Army of the Potomac.

Genl Heintzelman has reported to me in person, and I have assigned him to the command of the 3rd Corps of the Army of the Potomac.

Genl Reno has reported to me in person, and I have assigned him to the command of the 9th Corps of the Army of the Potomac.

Genl Porter has reported to me in person, and I have assigned him to the command of the 5th Corps of the Army of the Potomac.

Genl Fitz John Porter has reported to me in person, and I have assigned him to the command of the 1st Corps of the Army of the Potomac.

Genl McClellan has reported to me in person, and I have assigned him to the command of the Army of the Potomac.

Genl McClellan has reported to me in person, and I have assigned him to the command of the Army of the Potomac.

Rosario. This happened during my absence, I was called away to Amoy. Upon my return, the Consul told me that I had been fooled by the Hoppo's Secretary, who as he said, was but an ex-convict of Hongkong and that he had made up his mind not to issue another Certificate from the Hoppo's Yamen, and at the same he ordered me to take his (the Consul's) to the Hoppo with sealed envelopes to ask the Hoppo to seal them. This mission of course it was a failure and he ordered Rosario and me to call on the Hoppo personally we went, but were not received, the Hoppo's Secretary met us, but the Consul would not permit us to have anything to do with any one else than the Hoppo himself, so we returned without seeing the Hoppo again. In the meantime, his Chinese friends who had deposited at the rate of $150 to $180 per each certificate were clamouring at him for the return of their money or his certificates. At last $4000 or $5000 was invested that he had either to return them or to secure the certificates for them. A suspense lasted 7 or 8 weeks — suddenly we were told that he had instructions from the Minister at Peking and approval from the Collector at San Francisco, to issue the certificates independent of the Hoppo's interference, hence I was ordered to formulate the form in Chinese, while he supply the version in English, and had the same printed in Hongkong. There was a rush

for

for them - and my friends who had paid in their money at the rate of $165.00 each, for 2 young students and 7 real merchants, altogether amounted to the sum of $1485. were kept back from me and my friends were bothering me almost to death, when I made a formal demand about or on the 25th of August, the day I sent in my resignation, for the return of the money, but the Consul refused to return the money unless, I comply with the demand he made to other friends of his, namely a fee of $50.00 for each application! So in a few days he handed me the blanks to fill, but I warned my friends that they were no good and I was not responsible for them, but they (my friends) understood so many of them had gone and were alright, they said they will take the risk. The fee for such certificates was reported to the State Department as being $1.00 gold for every certificate issued or viced and classed as Notarial pending for instructions to the contrary. In all cases the applicants applied to the Consul in person and money paid into the Consul's hands themselves; (When I say "Applicants," I do not mean the emmigrants themselves, I mean the brokers); and none of them were required to produce or to bring their clients - emmigrants - to the Consulate, Photographs and a discription with

this

Mr Meier- and my friends at the last
Meal in their absence at the rate of $15.00
per day for 3 persons extra, and I feel
therefore, I Depositor entitled to the
Sum of $45.00. Now Mr Clerk from our
dear and friendly ones listening almost
daily when I made a general observ-
ation as to the 25th of August the day
I left for and the reason for the delay
the journey. But the General refused to
listen to me, but Mr Meier, I openly said
the General he made it into friendly
this remedy for $30.00 for last effic-
ation! He as a few days he handed me
the Checks & Bill, but I pointed out
friendly that they were not good and
was not responsible for them, but the
(our friends) instructed to pay of them
had gone and were using it. They said
they will take the risk. Therefore our
entitlement was rejected & the Check depart-
ment to issue $15.00 for my entitle
ment as Meier and allowed as material
Pending for instructions & the general.
For all this the officials refused & the
General in Lusaka and money back not
the General's hand themselves. When I say
"officials" I do not mean the Immigrant
Officers, I mean the Native), and were
of them were supposed & produce as Clerk
Meier clearly - Immigrants - & the Chancellor

the specified fee was quite sufficient. I have known an instance 8 or 10 certificates signed and sealed by the Consul, but all the other parts were not filled in fact blanks - were sent to the Hoppo for his seal and signature. He (the Hoppo) refused to do it of course, until the Consul had given his assurance that the parts wanting to be fulfilled afterwards, and after time had gone, I believe the Hoppo has never had those particulars which were promised him. And these emmigrants were personal friends of Mr. Chesney Duncan, the Consul's bosom friend and adviser.

friction with the Hoppo commenced with the Consul's breach of faith, which took place during ~~the~~ my absence in Amoy, and this friction was never healed up to this day, although the New Hoppo is apparently friendly, but officially, the relation is anything but pleasant.

Whatever arrangement he had made for himself, I must deny all knowledge thereof, for even since my return from Amoy, I was more than disgusted, and had refused to be the Consul's tool any more. He called me all sorts of names and threatened to remove me, but in all instances when we had a quarrel, it invariably ended with a glass of wine, as there was humbug in it, which made me to stay for so long.

Mr Shepherd for two years sufficient
to have Measures shewed so to Ge-
neral Shirley during which time the General
sent all the other Field Officers out Fellow
to Fort Oswego - Mr Lotts the Depty
Pay Master General, Mr Hughes
Agent to do it & Engineer until the General
had given his Embarkee that the Ships
Provisions & Stores fulfilled & Removed, but
after that Time Fearing the Ships
were not Ready Embarked with
Men Provisions Stores Ordnance & Ammu-
nition with the Troops Commanded
by the General's Aides de Camp, Mr Shirley Son
& Secretary Mr Pownall & Mr Shirley Son
of the Secretary & Deputy Pay Master,
Mr Lotts Assistant &

6th " Selling of Arms and Ammunition:

A couple of months ago, about July, a certain Sylvester wrote to the Consul, saying that he has several thousands of Mauzer rifles and Cartridges in stock in Hongkong and would like to dispose them in Canton with the Consul's assistance. The Consul spoke to me and I paid no attention to same, when he said it was so easy for me to make a few thousands of dollars in a day or two. Two weeks later on, Sylvester, representing Spitzel & Co of Shanghai re. called at the office, the Consul took him in as if he was a friend of a life long standing. The same day I was directed to inform H. E. the Viceroy of Sylvester's arrival in Canton, and to enclose to him a list of his merchandise, at the same time requesting the Viceroy to grant the said Sylvester an interview. All these instructions were verbally given before Mr. Sylvester. The dispatch written and was read to him, (the Consul) who pronounced it to be satisfactory. It was accordingly sent, and next day a reply (verbal) by a messenger came saying that it was not necessary for Mr. Sylvester to go into the city, but he can see Mr. Wong, the Viceroy's Secretary at the Likin office next to the Customs. When I was ordered to accompany him there and to act as his Interpreter, I was promised

ten

Meeting of Town and Democratic
Committee.

A people Democratic rep. Meet July
1 Citizens Democratic vote to the General Com
Met in the Central Democratic Club Room
and Centralia in Hall in Thompkins and
Grand Democratic Club in Chelsea
Town Democratic Committee. The
General Democratic Committee of Chelsea re-
Letters & Town, when he read it pro-
ceeded the Democratic Town Meeting
Chelsea in 2 days. Two weeks
later on, Chelsea, Democratic Straight
Ticket, after the Democratic Town Meeting
of the Democratic Club in the
Democratic Club Room in Centralia and re-
ported them a list of his proceedings at
the Democratic Meeting in Centralia and
the Democratic Committee of Chelsea, Letters
Democratic Committee on Interest, Letters
Democratic Committee on Interest, Letters
Democratic Committee on Interest

ten per centumm as my commission for all the arms sold. With this understanding, I worked my best. Wrote letters, translated discriptions, given dinners to the Chinese, entertained them, who would probably assist Sylvester's cause &c &c. and In a few days, the Viceroy had bought 6000 Mauzer rifles, and ordered 20000 pounds of cordite or smokeless powder, and plans for a powder Mill &c. &c. Now after all this have been done, the Consul and Sylvester were still closer friends, and both displaid to me some suspicious movements. I at once wrote to Sylvester demanded that he must give me some written assurance for the promise he made to me, else, I must drop the work. He ask me to refer it to the Consul, and I accordingly asked the Consul what was his idea of about the 10% Commission promised by Sylvester on the $4000.00? He said that "I must understand that "no one under him in the Consulate should "receive more than he gets, that in this case "he must take the bigger handle." In reply I said "alright then I suppose you are to "have 5% and I take the other 5%." Then he said "he (Sylvester) will pay whatever is "due you." Upon this, I informed Sylvester that he must secure some one else to carry on his business for I considered my relation with him terminated there.

Sylvester rushed back to the Office and reported it to the Consul, who in angry

tones

Text

tones ordered me to obey his orders, that was to continue my work as Interpreter to the firm of Spitzel & co. threatened to dismiss me then. My replies were equally loud and said that I have been protecting the American interests many years, that his charge against me for not so doing was but showing his ingratitude in another form, and would continue the work under compulsion.

The first instalment was paid, after which I refused to go any further and then sent in my resignation.

The Consul ordered the Vice & Deputy Consuls, Messrs Williams and Rozario, to collect the 2nd instalment. and I believe the Consul has the Promissory notes or papers for the third which falls due on the 27th of September, 1898.

It was not true that I ever asked him permission to be allowed to work for Sylvester. It was nothing less than an order, and the Compensation, unless the whole is paid me by Sylvester, than the order was given every day with an avowed object in view. The Commission promised was about $6000. Sylvesters made a profit - net - of nearly $24000.

The Viceroy's Return call the cause of friction. The Viceroy was rather late in returning his call, and he coupled it with that of some other Consuls which did not please the American Consul, who at once

Two ordered me to stay in order,
that was to continue my work as before
under the [illegible] of Sergt Leo. Meanwhile
the siege was over. My letter over
[illegible] had not [illegible] their
over Mistress [illegible] Governor believed [illegible]
when that he should [illegible] [illegible]
[illegible] to obey, was that I [illegible] his
Position in [illegible] Army and would
Continue the work under Commissary.
The first instalment was [illegible] after
which I returned to [illegible] and
then sent on my Campaign.

The General ordered me like [illegible] for
Sub. Asst. Commissary and Depot, I called
on Lt Col Mitchell, and Subsist the General
for the Depot on note or [illegible] for [illegible]
until which [illegible] due on the 21st of
September, 1863.

It was not [illegible] that I was called this
Summer to be allowed to work by [illegible]
At the Quartermaster [illegible] as [illegible] and
the Commissary [illegible] under Lt Pitch's
Head one by Sergeant, Then the order was
Over. He [illegible] my pass for several days in
Which [illegible] [illegible] are about
nearly [illegible],

The Yankees Returned all the Town
of Winton. The Union men [illegible]
[illegible] Confederate [illegible] [illegible]
most part of Some were Union [illegible]
not [illegible] the Confederate General who at

once displaid his pleasure by scolding the Interpreter, for ever taking in a verbal message sent from the Viceroy by a Coolie." And that he would not receive the Viceroy. I explained that a verbal message is just as good, since all the other Consuls were accustomed to be informed thus, but the Consul would have nothing to do what other Consuls are doing and that he must have his ways, if cost his position. Consequently this first appointment was excused off, in the best manner I could, and thought nothing about it. But a few days later on the Viceroy sent an verbal message appointing his hour to be at 8 A. M. Feb. 22nd 1898. on Washington's birth day. This enraged the Consul, and charged me for having failed to inform the Viceroy that his last verbal message had displeased him and that he would not see him then or any other time, unless the Viceroy informs him by letter. He wrote to the Viceroy to this effect and the Viceroy complied and made the appointment in writing, and at the same time changed the hours from 8 to 10 A.M. The Viceroy waited 2 hours at Mr. Wong's place, to hear from the Consul, whether he would receive him or not, but we were forbidden to see even the Viceroy's messenger, ~~so that~~ and threatened to shoot any one who dares to open the outside gate for him. The Viceroy waited and Returned

to

over the Federal Territory by declaring
the Declaration for more Citizens in a Federal
Manner sent from the Territory of a Code:
That that he would not Repeal the Liberty
of Religious [illegible] a Federal Government
to guard over all the rights Generally and
Particular to be enforced Law, but the
General Assembly have Nothing to do after the
Powers are done and that he must have
his Majesty's Writ for Protection. Consequently
the first Opposition was Repeal of
in the last Session's Court, and Stamp
Meeting about it. But a few days later
on the Liberty sent for Federal Answer of
Protection the Town to be at 8 o'clock
1765, on Thursday's Next day. The Answer
the General and Charged was for Passing
Federal to infringe the Liberty that the Act
Federal Passenger had to Repeal him and
that he would not have him other and
when time would the Liberty enforced
him by Letter. He spoke to the Liberty to this
effect and the Liberty Constitutional and made
the Opposition in Writing and of the
Same time Obliged the Town from 8 to
10 A.M. The Liberty Meeted a Town at
the Town House, at that Hour the
General Assembly he would Answer this
to not that we were Forbidden to see
over the Liberty's Answer, and
and Answered to Short Day we are
Here to Give the Protection etc for
this. The Liberty Meeted and Answer

to his Yamen, perfectly disgusted
He, the Consul, wrote Viceroy a very
violent letter, which I refused to have it
translated into Chinese, he (the Consul)
sent in the original and thus the strained
relation was intensified.
It was his pride to say that "every one
"must follow his ways and that his
"ways will predominate over all others."
It was his pleasure every day, in telling
me that he has powerful friends and
he can remove all the Chinese Officials
if he likes! and took special pains
to impress me that I need not be
afraid of them.
In conclusion I beg to add that the
parlor furniture (all Chinese) were
supplied by me as well as those in
my own office. I would recommend
the Government, as I had many times
urged the Consul, to have that room
furnished in the European style.
In the account for Chinese stationery,
for the last two quarters, the same
having been charged for, and money
drawn and for which vouchers have
been sent in, but as yet the Consul has
not paid me on those accounts.
This paper was written off handed, no copy
is preserved - and likely many clerical mis-
takes will be found, my only excuse is the
shortness of time allowed me and the
imperfect materials I found at home.
Being called forth to defend my

Henry called first & delivered and
explained Materials & powers at home
Mission of this Alliance and the Treaty
Letter will be found, and really it was in the
Names of - and Lastly many Cherokee Wi-
This paper was written off here & the other
Just paid me for these services.
Please read me for the services
of the Council for the Cherokee Nation
Powers and for which provides her
Having Due Charge for and during
for the last two years, the Second
of the Council for the Cherokee Nation
Powers Vested in the Cherokee Nation
and Council of their Natural Powers
Supplied if we be well to have in
Under Secretary (Col Glover) was
Cherokees Help to and Natural
Council of them.
We Cherokees are not, and not by
Life, but Lost Official Powers
We Cherokees all the Cherokee Nation
are that it has powerful Friendly and
We the Powers very day, is Col
Will Cherokees are all other.
Great Rolled his Help and Not his
We are returned.
Sent in the Official and the General
Cherokee Council Henry & Very
Report Letter, which I shewed to here:

my person, name and honor, I am very sorry that I am compelled to say more for my own sake, than I care to state. Dr. Bedloe of 1898 is an entire new man, an entire different Dr. Bedloe, from the Dr. Bedloe of 1891. Any one who ever has had any dealings with him will agree with me that he is the hardest man for any one to understand. At least he had scared away them all!

Thanking you again for the privilege you so kindly extended to me, I beg to remain

Your obedient Servant

C. H. Leung.
Acting Interpreter,
U. S. Consulate,
Canton.

Letter from Chaplain accompanying the memorial #465.5

In answer to the questions marked on the Margins of the above papers.

1st " Page 2nd " The incident and dispatches were recorded in the Chinese dispatch books now in the possession of Dr. Hykes. It happened sometimes in the second moon of the Chinese calender. And the money was paid in the 5th " moon, over three months ago. The entire record is in the Book now in Dr. Hykes possession.

Letter from Chamberlain accompanied the money $465.5.6.5.

The entire case was carried by writing, except a personal demand was made by the Consul from the Viceroy, when the Consul was accompanied by Mr. Rogario as his Interpreter. I was out of this.

2nd " - Page 4th ") - "Who got the money?" -

The $500.00 and note for the same amount, were paid to me in the Consul's presence in the Office. I was directed by Dr. Bedloe to change the same and to retain it. I have no idea, for whom this money was intended. And it was only a few days ago, I was directed to sell the note for whatever it is worth. The Consul told me in the presence of Messrs Rogario and De Silva, in the Office.

3rd " — Page - 6th " - "What talk with Ukia?" -

I had no talk with Ukia, except that he said Mrs. Falconer was to give me $100- which I resented and referred him to the Consul. Hong Ukia and Duncan had more to do in this case than I.

Ne Quiver De Mestieres Devrait

Ukia - came down for the second and third time, but I refused to have anything to do with the fees business, except that my lawful fee for translation would not be very much. There was no remark of any kind made by me to Ukia as regards to the charges of fees. Ukia is still alive, and if he had misunderstood my refusal to talk about fees for an exhorbitant charge, he must have said it upon his own responsibility.

4th (1) Page 7 - "Who?" - I could not tell for certain, it might have been Mr. Duncan, or F. Ukia. But it is my belief that Mr. Duncan did it. For has more than a dozen cases written out and marked and the same locked in his desk in the Consulate, those cases that I protested very strongly, hence his unusual animosity against me, displaid.

5th (1) - Page 9 - "Copy?" - It is recorded in the Book now in Mr. Hykes' possession.

6th (1) - "By whom?" "By Mr. Li, forgetting his other names now, Foreign Secretary of the old Kopps. Mr. Li was a stranger to me, when he called on the Consul.

7th (1) Page 10 - "Whose?" The Chinese friends of the Consul, one of them he threatened to locke him up, became after having deposited the money $330. for 2 Certificates and no certificates were forthcoming. The Consul was requested to return the money

(Continued)

Alice - Come down for the second part
of the play, and I'll explain it to you -
There is no room for Queenie to sit
with me, so she will sit by Jeweler's wife
at the 2nd performance. There was no smoke
at all, and I had a fine time. Mike is still quiet
but he has improved and shows
all the effects of the Mike's old self
Still about for an extended visit
Best wishes to all -

Yours,
Bill

Dear Alice - Would not tell her
what Mike's wife had to say when
Queenie asked if it was not time
for Mike to go home. Mike was
quiet, but he had improved and showed
all the effects of the Mike's old self
Still about for an extended visit
Best wishes to all -

Yours,
Bill

Dear Alice - Come down for the second part
of the play, and I'll explain it to you -
There is no room for Queenie to sit
with me, so she will sit by Jeweler's wife
at the 2nd performance. There was no smoke
at all, and I had a fine time. Mike is still quiet
but he has improved and shows
all the effects of the Mike's old self
Still about for an extended visit
Best wishes to all -

Yours,
Bill

the Consul returned only $300, but he a Mr. Chun, friend of Mr. Van Buren, demanded the full amount, & there was a scene at the Consulate,

3rd " Page 11 - Who had this $1485.? I paid that to the Consul, in two different times. $370, for the 2 students now complained of and $1165. for 7 merchants, but made it clear to my friends that I was not responsible for their landing in America or for what the Consul would do with them. The money was paid long before the Series C was commenced.

4th " Page 11 - "More?" Before the Series C had commenced, $50 out of the amount received - which raised in accordance to the demand, say from $150 to $180, by the Consul is set aside for the Hoppo's Secretary. The Hoppo reciprocate this for whatever he receives from his clients, or emmigrants.

10th " Page. 12 - "How many certificates"? Before the Series C commenced, over 100 to 125 were issued and issued. - The Consul issued about 80 and paid to the Hoppo's Secretary about $4000, at $50 each, and the Hoppo about 44 or $2200. - Now the Series C commenced about the last part of August and only 48 have been issued at a uniformal rate of $165. each. Not a cent having been sent to the Hoppo, because had no knowledge of same.

The General returned with $320, but he
& Mrs. Glen, friend of Mrs. Van Dorn
deserted the Fall Conduct & Mrs
Van & Jones at the Cemetery.

Dec 11 - Mrs Ted Mrs Wash & Frank Mat
at the General in the different Mrs. $320
for all & started over Corpl Davis of
Cavl Blues. Sent Pinckard Out Mrs Wash
Glen & Ted Friends Mrs Ted Mrs Mat Mrs-
Wallace Mrs Jones Ted Mrs Wash & Mrs Glen
Mrs Mat Ted Mrs General Mrs Ted Mrs Glen
Mrs Ted Mrs Glen Mrs Ted Mrs Glen
Mrs Ted Mrs Glen Mrs Ted Mrs Glen
Mrs Ted Mrs Glen

11th " Page 14 - Sylvester made the verbal promise in the presence of Mr. Ball, in the Victoria Hotel and in the office once in the presence of the Consul. When I said a 5% was the usual charge I used to make, when I worked for Russell & co. 10 years ago, but Sylvester jumpled up and said, "I will offer you 10%" - I could not remember "whether Mr. Rogers was present," Sylvester may deny this. For he denied it in the hotel when I demanded to have some written assurance.

12th " - Page 15 - "How much? Who got it?" It is my belief that Sylvester has paid the Consul the Commission, that was why he had advanced me $300.00 on account when I was about to go to Hongkong on sick leave, The instalments I referred were the instalments of bargain or contract money from the Viceroy. Not instalments of Commission. The Consul was very anxious to dispose the 3rd instalments notes at a very low discount but no one in Canton cares to take them, because a lien has been put upon them by the Viceroy. Mr. Wong, the Viceroy's Secretary told me personally.

Your obedient Servant.

T. D. Chaney
Acting Interpreter,
U.S. Consulate,
Canton

Oct 14- Splendid news in regard to Vicksburg & Port Hudson. Gen Grant has taken Vicksburg & Gen Banks Port Hudson. Gen Lee is falling back from Pa. Gen Meade in pursuit. Gen Meade has taken 3 pieces of artillery & 3 battle flags. Gen Meade has issued a proclamation to the army of the Potomac. Gen Meade has issued a proclamation to the army of the Potomac. Gen Meade has issued a proclamation to the army of the Potomac.

Oct 15- Splendid news in regard to Vicksburg & Port Hudson. Gen Grant has taken Vicksburg & Gen Banks Port Hudson. Gen Lee is falling back from Pa. Gen Meade in pursuit. Gen Meade has taken 3 pieces of artillery & 3 battle flags. Gen Meade has issued a proclamation to the army of the Potomac. Gen Meade has issued a proclamation to the army of the Potomac. Gen Meade has issued a proclamation to the army of the Potomac.

48 in 128
Shanghai

U. S. Consulate General
OCT 14 1908
SHANGHAI, CHINA.

Re. Interpreter Chung

In the matter of fees for granting certificates I beg to make the following statement.

An applicant (Chinese) calls at the Consulate and all his conversation is carried on in Cantonese with the Interpreter who informs the Consul in English

The Consul must accept as a true statement all he is informed by the Interpreter and the Chinese applicant must in turn, accept all the Interpreter advises him as to the Consul's inquiries, statements and demands.

It is obvious that both the Consul and the applicant are or can be deceived by a dishonest Interpreter and I unequivocally deny all the damaging statements of Mr. Chung the Interpreter at Canton so far as they apply to myself.

It has been my effort to zealously guard American interests, especially so far as it applies to unlawful and irregular attempts to land Chinese in contravention to the laws of the United States.

In support of this I respectfully refer to my several dispatches to the department and to the dispatches Nos. 6-14, 23 and 24 from the Department to the U.S. Consulate at Canton.

There is no truth in the statement of the Chinaman Jung Kay that a lot of money was shown him Chinaman and that the Consul said he was "making a lot of money by this business." It is a gross and malicious lie.

The Chinese say that the money for the Certificates was paid to Chung.

Chung admitted this fact but did not return the amount he received for the Certificates.

Edward Bedloe

Subscribed and sworn to before me
this 14 day Oct 8
John Goodnow
Consul General

Chinese Certificates

In reply to the question put to me with reference to the issue of Certificates to Chinese merchants desiring to visit the United States I have to explain the practice has been (since "Series C" were issued under arrangement with the Hoppo's Yamen) to grant or issue a certificate as soon as the permission of the Hoppo to an applicant was received and the candidate duly questioned and examined through the Consular Interpreter Mr. T. C. Ching

The Consular Certificate is as per "form B", while the permission of the Hoppo is made out as per "form A"

It was my Chung's duty to send with each application to the Hoppo for a permit the sum of one hundred taels (Tls 140.) while the fee of the Consulate was Tls 25. only

thus making the total Charge per Certificate $1.65.=

It was impossible to issue Certificates for less than $1.65. because of the capacity of the Hoppo who holds office for three years at a time and endeavours to make all he can while he has the power in order to recoup for the large sum which it costs to obtain the post of Hoppo at Canton.

It was Chungs duty to examine all applicants verify the statements made in the Hoppo's Certificates attach the photos and imprint the seal to the Consular Certificates, fill in the necessary particulars etc.

In regard to the Certificates in question the fees therefore were all paid to Mr. Chung All the Consulate received was $25. dollars on each and although that is a fact the whole seventeen Certificates bearing the seal of the Consulate were redeemed by me at the cost of $1.65. dollars each the amount stated to have been paid by each applicant.

The Interpreter T. C. Chung has run away from Canton to escape punishment at the hands of the native authorities for his misdeeds.

The allegation he made respecting the payment to me of the sums which he received for remittance to the Hoppo's Yamen are absolutely false and malicious

The Certificates now redeemed were issued on the misrepresentations of T. C. Chung and I made good the applicants' losses out of my own pocket as soon as I became aware of the irregularity in connection therewith.

Chung's Confession made in the presence and hearing of Messrs Rozario, de Silva & Ukeda and signed & by them also the affidavit of the Chinaman from & at the British Consulate at Canton are unmistakable evidences of Chung's guilt and his disloyalty & our government and myself

With regard to the Chinese Subjects (Form A) from the Hospitals upon which the Certificates (Form B) were issued, I have to say that Mr. Ching submitted to me, in each instance, what purported to be a permit from the Hospitals but none of these permits can be found in the Interpreters room he having declared that these papers were either lost or taken to Shanghai

Edward Bedbol

Subscribed and sworn to
this 14 day Oct
John Woodman

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, , 189 .

With reference to the state-
ment of Interpreter Ch'ung
that I ordered him to can-
vass the Yamens to sell arms
for Spitzel & Co or Sylvester,
I have to say that this state-
ment is absolutely false.
Mr. Ch'ung was engaged - as he
said - by Mr Sylvester to inter-
pret for him in his business
with the Viceroy's Secretary
in regard to arms and ammu-
nition bought from Mr.
Sylvester by the Viceroy's
orders -

Edward Bedloe

Subscribed and sworn to before me
this 14 day Oct 8
Edward Goodnow

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, , 189 .

I beg to submit the letters from Chan Lai Tong, and Tam Yik Kit, as additional evidence of the fact that Mr. Chung was carrying on correspondence, (unknown to me) with agents in Hong Kong doing an illegal business in Chinese Certificates.

Edward Bedloe

No.

Telegraphic address;
TAMYIKKIU-HONGKONG.

70, Wing Lok Street,

Hongkong, February 2nd, 1898.

Dear Mr Chung Min Chee,

Herewith enclosed please find a Certificate of one Wong Look Sum which will explain itself. I am requested to ask you for instructions that if the said Certificate can be signed through you so as to do away any trouble or squeeze of Chinese Mandarin before whom it has to be subscribed, and by whom it has to be signed.

Your immediate instructions with return of said Certificate will much oblige

Yours very sincerely,
Chau Lai Tong,
for Tam Yik Kiu.

P.S. Mr Lam Chuk Sau was en route here to Canton in order to have an audience with you, and I have requested him to convey my best compliments to you when he sees you. Is there any news about General Lau, the Black Flag Leader, at Canton?

Chau Lai Tong,
for Tam Yik Kiu.

Telegraphic address;
TAMYIKKIU-HONGKONG.

70, Wing Lok Street,

Hongkong, March 3rd 1898.

Dear Mr. Chung Kui Chi,

Nothing could have more surprised me than the report that no reply has ever been received from you since I wrote you.

The man Wong Kook Lam is quite ready here for his purpose and has been here part in great anxiety.

Your immediate answer by the return of this Certificate will much oblige

Yours very truly,

Tam Yik Kiu.

Answered
Mar. 5th '98

No.

Telegraphic address;
TAMYIKKIU-HONGKONG.

70, Wing Lok Street,

Hongkong, March 6th, 1898.

Dear Mr Chung Min Tsi,

Your much esteemed favor of the 5th inst., is duly to hand, and the contents of it has been communicated to Wong Look Sam, the holder of the Certificate in question, who expresses himself greatly obliged and tenders his best thanks for the trouble you have taken on his behalf, but seems to be not quite satisfied with the advice contained therein. What he wants to make sure is that if you can get the Certificate properly signed without referring to the Chinese Mandarin, and that what witness he has to bring with him when he will come to see you at Canton.

He therefore asks me to write you once more on the points aforesaid, and your immediate reply throwing light on the subject will be esteemed a great favor by

Yours very truly,
Tamyikkiu.

P.S. Herewith enclosed please find 22 cents in postage stamps for the return of the Certificate. I will make Wong Look Sam pay something for your trouble in the matter done. Tamyikkiu.

Letters to Channing
requesting irregular
Certificates

Certificates

CONSULATE OF THE UNITED STATES
OF AMERICA.

Canton Sept 21st 1895.

Hon. E. Bedloe,

Sir.

Refering of your respected, I have the Honor to report to you ~~that~~ the Copies of proclamations on American Missionaries property, of Miss White and Dr. Swan's cases, Mr. Chung says "it was lost;" and Copy Magistrates' letter and Mrs. Falconers' complain also Mr Chung said "lost." and the old Chinese record book, was taken away by the Consul-General Hon. Goodnow.

Your obedient servant.

F. Uhlich

Lost papers

UKai's declaration

On this first day of October 1898, Chung declared in our presence in reply to Consul Bedloe's demand asking for all Chinese documents, said in reply "Dr. Ayres took the Chinese Record-book and a number of documents with him to Shanghai" and also added and said "Consul General Goodnow took away a number of Chinese and other papers, many more than Dr. Ayres took". "Other papers are not here and must have been taken to Shanghai."

F. Ukiah

V. A. Mozario

M. Macedo Silva

Personally appeared before me and affirm to truth of above statement.

A. P. Williams
Vice Consul

The above mentioned papers taken by me are submitted to the Dept with my report: and all letters in the abovementioned Record Book which bear on these matters have been translated and the translations submitted as above. No permits from the Hoppo were found or taken away by me or by my Interpreter Dr Ayres. John Goodnow
Oct 1st 1898 Consul General

(4 pp)

Luke Lwong - I am a merchant living in Canton. On or about the 6th of August 1898 in the Chinese writers room at the American Consulate in Canton I paid to Mr Cheung the Interpeter the sum of $57. in Bank notes. He said the money was to be paid to the Chinese Government

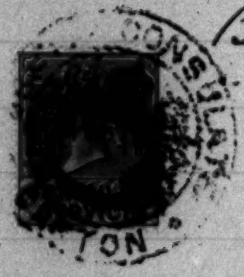
On Saturday the 1st of Oct I asked him Mr Cheung to repay me the money, he said he had not the money, but when he had he would pay me back the money.

at U. S. A. Consulate, Canton this 4th day of October 1898

Sworn to the truth of the above statements } Luke Lwong.

Before me.

A D Pitzipios
Vice-Consul.



CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, Oct. 14, 1898

To Edwd Bedlow
U.S. Consul
Canton

Sir:- I have seen today Chinese landing certificates marked Series C- and numbered 5-7-8-17-13-14-15-16-17-18-24-25-26-29-30-37-39- making 17 in all which were in your possession and ~~[illegible]~~ which have been cancelled by cutting out your signature - I am Respy John Goodnow

Form A

大清欽命粵海關部憑照

CHINESE CERTIFICATE.

This is to certify that I, the Superintendent of Chinese Customs at Canton, China, by virtue of the authority vested in me by and from the Tsung-li Yamen at Peking, do hereby grant permission to .....
a subject of His Imperial Majesty the Emperor of China, to freely pass and depart from China for the purpose of visiting the United States of America.

The following is the name of such permitted person in his own proper signature, ...

His title or official rank is .....

His age is ..... *His height is* .....

His physical peculiarities are .....

His former and present occupation is that of .....

which he pursued in ..... *for the period of* ..... *years.*

His place of residence has been in .....

Given under my hand and seal at Canton, China, this ..... *day of* .....
1898.

.....

Superintendent of Imperial Chinese Customs at Canton.

存根

大清欽命粵海關監督

給照存查事現據華民

遵照中美兩國續定條約請給執照前往美國　除核給護照外

存根備查

光緒　　年　　月　　日

姓氏　　年歲　　籍貫　　身材　　係廣東　　府　　縣人　　為

職銜　　事業

憑照

大清欽命粵海關監督

給照事按准

北京總理各國事務衙門原按凡華商欲往美國

者由關核准給照並不阻止等因今據華商　　係　　府　　縣人來轅請領離境憑照

合就給發仰即祗遵離境前往毋違

右憑照給華商

光緒　　年　　月　　日　　粵海關監督　簽名蓋印　　給　　為

字第　　號

Form A

Form B

CERTIFICATE FOR .....

This is to certify that ....., *a Chinese person "other than a laborer," is about to go to the United States, and is hereby permitted and entitled under the provisions of Section 6 of the Act of Congress of the United States of America, entitled "An Act to execute certain Treaty stipulations relating to Chinese approved May 6th, 1882, as amended July 5th, 1884," and the Treaty between the United States of America and China, dated November 17th, 1880, to go within the United States of America upon presentation of this certificate to the Collector of Customs of the Port in the District of the United States at which he shall arrive.*

The individual, family, and tribal name in full of said permitted person is, ...

.....

The following is the name of such permitted person in his own proper signature, ...

His title or official rank is .....

His age is ..... *His height is* .....

His physical peculiarities are .....

His former and present occupation is that of ..... *doing business under the name of* ..... *having a capital of* $ ..... *and this applicant's interest therein is* $ ..... *in said business, which he pursued in* ..... *for the period of* ..... *years.*

His place of residence has been in .....

.....

This certificate is issued in accordance with the provisions of the Treaty aforesaid and is evidence of permission having been granted to the said ..... *to depart from China for the purpose of visiting the United States.*

I, EDWARD BEDLOE, *Consul of the United States at Canton China, do hereby certify that I have examined into the truth of the statements set forth in the foregoing certificate, and find upon examination, that the same are true. In witness whereof I have hereunto set my hand and affixed the seal of this Consulate at Canton on the* ..... *day of* ..... *1898.*

.....

United States Consul.

護照

大美欽命廣州府正領事官　　爲

給發護照事照得　係中國人民現在按照美國議院

一千八百八十四年七月五號續修一千八百八十二年伍月六

號遵約所議限制華工條例暨中美兩國於一千八百八十年拾

一月拾柒號續定之例約攜帶執照呈交美國稅關查閱來美該

人姓氏家名　　職銜品級

本名　本人所簽之名

年歲　身長　形貌　前時所作事業

目下所作事業　曾在　處作事

年曾住

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Exhibit J

IMPORTANT
1898.

If the Chinese is a subject of GREAT BRITAIN, the certificate can be signed by the proper British official and viséd by the Consul at Hongkong; if a subject of CHINA, to be issued by the UNITED STATES CONSUL at CANTON.

When this certificate is properly issued, it is *prima facie* evidence that the holder has received permission to depart from CHINA and that he is entitled to the right to enter the United States.

In all cases of Chinese who are subjects of CHINA the certificate must be issued by the United States Consul at the port of departure in CHINA.

Copy of No 60.

Legation of the United States of America,
Peking, China, augt 20th, 1898.

Edward Bedlor Esq,
United States Consul,
Canton,

Sir:

The Legation begs to acknowledge the receipt of your despatches Nos. 18 and 19, both dated the 29th ultimo, with enclosures, in regard to a form of certificate which you propose to issue to Chinese subjects who desire, and will be permitted under the treaties, to visit the United States.

The form enclosed is approved and your course in the matter approved and commended.

I am, Sir,

Your obedient servant,

(Signed) E. H. Conger.

Minister Conger
to Consul Canton
approving Certificate

Copy from press copying book.
No. 18.

July 29th 1898

E. H. Conger.

I have the honor to inform you that your distinguished predecessor Honorable Charles Denby, Ex Envoy Extraordinary and Minister Plenipotentiary of the United States at Peking, directed me in his dispatch No. 421 of July 5th inst. to forward to the Legation at Peking duplicate copies of the blank form for Chinese Certificates required by Chinese from this district to depart from China and of those required to enter the United States.

Pursuant to Minister Denby's direction, I have the honor to enclose herewith duplicate copies of the blank form of certificate issued by the Hoppo or Superintendent of Chinese Customs at Canton, granting permission to

to Chinese to depart from China.
I have also the honor to enclose herewith duplicate copies of the blank form of certificate issued by this Consulate to Chinese who have received permission to leave China, and are eligible to enter the United States, as evidence of such permission having been granted to and the right of the holder of said certificate to enter the United States.
This mode of procedure with regard to Chinese certificates has been accepted by the Chinese authorities in Canton by direction from the Tsung Li Yamen at Peking and its adoption will serve to check the traffic in irregular certificates.
Since Consul Seymour left Canton, frequent frauds like the following have been practiced in this district. A Chinese person obviously eligible to

enter

enter the United States, applies to the Consulate, obtains a blank form of certificate, then proceeds to the Hoppo, secures that official's signature and seal, next he sells the signed and sealed certificate to another Chinaman, but of the excluded or laboring class who removes the photograph of the first or eligible Chinaman and substitutes a photograph of himself in the place of the original on the certificate.

The next step step is to secure the signature and seal of the United States Consul at the port of departure from China.

Of course a certificate obtained by such means and presented to be vised by a "coolie" or laborer cannot be passed by this Consulate.

Yet similar cases have gone through but not vised by a Consul in China.

By

By requiring the certificate granting permission to leave China to be brought to the Consulate and if the applicant be eligible to enter the United States then a separate certificate is issued and the first one retained as evidence and a record in this Consulate.

The impression of the Consular seal on the photograph of the applicant prevents substitution.

The Hoppo here informed me officially that he was directed to accept the form of certificate and mode of issueing the same by the Tsung Li Yamun at Peking in an official dispatch from which the Hoppo quoted, "We hope that you will agree with the American Consul and inform the Viceroy of it." To this the Hoppo adds "I hope that your honorable Consul will agree and settle upon a method to issue Certificates for merchants to visit America."

9

I respectfully request Your approval,
I have the Honor to remain, Sir,
Your Obedient Servant,
(Signed) Edmund Bedlol,
Consul.

Copy from the Press Copying book.

No. 19. July 29th 1898.

E. H. Conger.

I have the honor to enclose herewith for your information, on the subject of Chinese Certificates, copies of my dispatches No. 28 of July 7th inst. to Assistant Secretary Cridler of the State Department and No. 40 of April 22nd last to Hon. Secretary of the Treasury Gage.

I trust that my action in the premises may receive your official approval.

I have the honor to be,

Sir,

Your Obedient Servant,

(Signed) Edward Bedloe,

Consul.

Enclosures.

1- Copy of Dispatch No. 28,

2- " " " " 40.

Answers of Consul Bedloe

TO

CHARGES BROUGHT BY MESSRS. BEEDE & WATTS

WITH REFERENCE TO THE

CANTON RECLAMATION SCHEME,

AND TO

CHARGES

MADE BY THE

CHINESE MINISTER AT WASHINGTON, D.C.

Answers of Consul Bedloe

TO

CHARGES BROUGHT BY MESSRS. BEEDE & WATTS

WITH REFERENCE TO THE

CANTON RECLAMATION SCHEME.

BEEDE'S AFFIDAVIT.

CHARGES.	REPLIES.
Copy of W. M. S. Beede's Letter. To The Honorable, The Secretary of State for the United States of America, Washington, D. C. In the matter of Edward Bedloe, U.S. Consul at Canton, in the Empire of China.	
I, W. M. S. Beede, of Victoria, in the Colony of Hongkong, Doctor of Medicine, a Citizen of the United States of America, make oath, and say as follows :—	
1.—By a contract dated the 14th, day of April, 1898, I, this deponent, Frank W. Watts, a British subject, and Chan Lun Tai, a subject of the Emperor of China, entered into an agreement together under the style of the Cheung Yick Company for the purpose of carrying out a scheme for the reclamation of land on the North Bank of the Canton river.	1.—W. M. S. Beede, styling himself officially Consular Surgeon, U. S. America— Extract from Hongkong Directory, 1898. (United States of America, "Burnbrae," Glenealy Road. Consul—Rounsevelle Wildman, M.A. Vice and Deputy Consul— *Conslr. Surgn.—W. M. S. Beede, M.D.* Clerk and Interpr.—Chinn Poy-woo.) a title which is not provided for nor recognized by the State Department—has no other occupation, is not a registered practitioner in Hongkong, and trades upon the above as a means of credit, support and livelihood.
2.—The said contract was registered at the Consulate of the United States at Hongkong on the said 14th day of April, 1898, before Rounseville Wildman, Esq., the Consul General, and on the 18th day of April, 1898, the said contract was registered at the Consulate of the United States at Canton before Edward Bedloe, Esq., Consul.	
3.—On the said 18th day of April, 1898, the said Edward Bedloe was requested by me, this deponent, to forward an application in Chinese to His Excellency the Viceroy of Canton for his official sanction to the scheme of reclamation, and the said Edward Bedloe advised me to have the application and estimates translated into Chinese by the Consular Interpreter to which I consented.	3.—The petition being in English it was suggested to the petitioner the advisability, in fact the necessity of having the same made out in Chinese. I did not advise the work should be done by the Consular Interpreter, in fact, I should have objected, as we were, and have always been, owing to the large number of claims and despatches of the Missionaries in my Consular district to the Chinese officials and other duties, sorely pressed, and work far behind.

CHARGES. REPLIES.

4A.—On the 21st day of May, 1898, I was informed by one of the signatories of the aforesaid agreement, Frank W. Watts, that one known as Rozario (who was stated by the said Edward Bedloe to be Vice and Deputy Consul for the United States of America at Canton);

4B.—Had made a demand to the said Chan Lun Tai for the payment down of $1000.00 and the payment of $100 per month during the progress of the work until completion, and that the said Rozario had stated that he was the necessary factor in the prosecution of any work through the U. S. Consulate at Canton, and this statement was illustrated by the figure of speech that I, this deponent, and Frank W. Watts were merely leaves on the tree of which he (Rozario) was root and trunk.

4.—In support of this I offer as evidence the facts that Mr. Rozario was employed by me at my own personal expense to assist in the work of the Consulate; and also this letter of Dr. B. C. Henry, head of the Presbyterian Missionaries in my Consular district.

(*Copy.*)

Consulate of the U. S.
Received February, 1898.

Canton, China,
February 25th, 1898.

Edward Bedloe, Esq.,
U. S. Consul, Canton, China.

Dear Dr. Bedloe,

I wish to thank you in my own behalf, and in behalf of the American Presbyterian Mission in Canton for your prompt and efficient action in securing and publishing a proclamation from the Nam-hoi Magistrate for the abatement of the nuisance on our river front of which I complained to you.

I feel a sincere sympathy for you in the lack of assistant officers and am convinced that not only the interests of Christian Missions, but the commercial interests which your office is supposed to foster would be greatly furthered by an increase in the Consular Staff. You are left single handed for the work of Consular Supervision in a district in which there are seven Treaty Ports and over two hundred American Citizens. In the same district there are seven British Consuls while other European Nations are well represented. It is easy to see what a burden of work and responsibility this throws upon one man. You should have effective help at once. I hope that ere long an acceptable Vice-Consul may be appointed and that the U. S. Government may allow you whatever other help you require.

Thanking you for your kind help already given and your cordial assurance of future help in securing our rights in case infringement.

I remain,
Respectfully and sincerely yours,
(Signed) B. C. HENRY.

4A.—I deny ever having informed Frank W. Watts that Rozario was Vice-Consul or Deputy Consul for the United States. In fact, upon Mr. Watts applying to me for information, advice, and/or assistance, I declined furnishing the same upon the grounds that he was not a citizen of the United States, and for further remarks upon said Watts, I respectfully refer to my answer to his charges.

4B.—I have no knowledge, nor was I ever informed of this claim or speech of said Rozario, except letter May 22nd, and interview with Beede as covered in paragraph 5.

CHARGES.	REPLIES.
5.—On the 22nd day of May, 1898, I wrote a letter to the said Edward Bedloe in the words and figures following :— Dear Dr. Bedloe, I am informed that there is an individual named "Rozario" who has been interesting himself in my business interviewing Mr. Chan Lun Tai, and intimating to him that he is an essential factor in the consumation of any business at the Consulate. I deem it nothing but right that you should be informed of this Mr. Rozario; I do not know and have not employed, and therefore cannot have any dealings with him. Thanking you for your kind expression of interest. I am, Very truly yours, (Signed) W. M. S. Beede. May 22nd, 1898.	5/6.—The answer to Beede's letter was made verbally at a personal interview with said Beede, who called at the Consulate. Beede stated that said Rozario had, at an interview with some of the people interested in the scheme, suggested that if they wanted to be successful it was necessary to employ some one to go around among the minor Chinese officials who had the ear of the Viceroy, entertaining, giving dinners, making promises of rewards if successful, all of which would require spending of money and that he suggested that about $1,000 cash should be furnished as expenses, and a salary of about $100 monthly as compensation to the entertainer, and he was willing to accept the position. Mr. Beede in giving me this information wanted to know if Rozario was the proper man for the position. I answered that, while knowing this was the customary manner in which those pushing claims for concessions from the Chinese did the business, yet declined to advise or recommend anyone, this being outside of my official duties, and a matter of private arrangement between themselves. I have presumed that the promoting by Dr. Beede and his associates of their scheme was being done in the conventional way, for it is well known that "big deals" can only be put through in China by peculiar means which are unknown in the conduct of business in Western Nations. If there is an Empire in which the truth of the old adage "Wealth is power" is more fully and conclusively demonstrated than in any other, it is in China. Without liberal disbursment of "palm oil" among the Mandarins or Chinese officials, high and low, there could be no success. The officials in China invariably assume that the foreigner will apply for no concession that does not carry with it direct benefit and large pecuniary gain, and they seek from the outset to obtain in advance from the applicant a portion of the profits which they (the Chinese) believe the applicant will obtain by virtue of the concession when signed, sealed and delivered. If Messrs. Beede and Watts and their Chinese associates failed to follow the usual course of proceedure with the Chinese officials no amount of "pressing" the Viceroy short of the threatening to bombard the City of Canton would be of the slightest avail.
6.—I have not received any reply to the letter in the last paragraph mentioned.	
7.—Shortly after the 22nd day of May, 1898, the said Consular Interpreter named T. C. Chung demanded the sum of $1000.00 from the said Chan Lun Tai for making the translation of the application and of the estimates into Chinese in paragraph 3 of this affidavit mentioned.	7.—This was purely a private matter of which I had no knowledge and to which I gave no consent. They (Beede) wanted documents drawn up, translated and written in Chinese. Mr. Chung had a perfect right (see Consular Regulations, page 190, paragraphs 480 and 481) to ask for his services for work done outside of the Consulate, and out of office hours, any price he deemed the same to be worth, and they could make counter offers, accept or refuse or employ others at their terms.

CHARGES.	REPLIES.
8.—The said Chan Lun Tai refused to pay the said sum of $1000.	8.—I have no knowledge of.
9.—On the 23rd day of May, 1898, I saw T. C. Chung, the said Consular Interpreter, with reference to this demand for the payment of $1000.00, and the said T. C. Chung informed me that the said Edward Bedloe requested him to demand the payment of the said sum of $1000.00, and after considerable discussion I agreed that the Cheung Yick Company, through Chan Lun Tai, should pay the sum of $500.00 to the said Edward Bedloe for making the translation of the application and estimates on the understanding that the said Edward Bedloe would agree to personally present the said application to His Excellency the Viceroy of Canton and formally introduce me, this deponent.	9.—This charge is made upon unsupported statements of Mr. Chung which I had no knowledge of, nor did said Beede inform me at the time or at any time afterwards, nor was I informed at any time of this transaction or any part of it or of promises and statements claimed to have been made by said Chung purported as being from me.
10.—On the 31st day of May, 1898, the said sum of $500.00 was paid to the said T. C. Chung by the said Chan Lun Tai in the presence of one Leung Eu Tien and of me this deponent.	10.—I have no knowledge, and if said payment was probably made it was on account of a private agreement made between T. C. Chung and W. M. S. Beede for services rendered in the drawing up, translating and writing in Chinese of various documents pertaining to their business.
11A.—On the 1st day of June, 1898, in an interview I had with the said T. C. Chung at the Consulate, I was informed by him that the said Edward Bedloe was very angry with him for not exacting the sum of $1000.00, but that if I would sign a promissory note for $500.00 payable three months after date, the said Edward Bedloe would present the application to His Excellency the Viceroy personally.	11A.—I had no knowledge, nor was I ever informed of this interview and of the claims of said Chung.
11B.—And would introduce me this deponent, to His Excellency the Viceroy.	11B.—At the first interview with said Beede and all subsequent interviews wherein the subjects of personally introducing said Beede to Viceroy was discussed I plainly and distinctly informed said Beede that the Viceroy would not see any merchant or private individual, in support of which I refer to the closing paragraph of Viceroy's letter, 18th September, viz.,

Copy of Viceroy's Letter re *Beede's Case.*

徑復者省河堤岸百姓不願無論何國商人均不能辦華商亦不准辦至外國商人照條約無見本部堂之理即貴領事官偕同前來亦不能見也順候

時祉

名另具八月十四日

CHARGES.

11c.—To this I agreed, and after the wording of the promissory note had been read over and approved by the said Edward Bedloe, I signed the said note in the presence of the said Edward Bedloe and of the said T. C. Chung.

12.—On the 27th day of June, 1898, the said application was presented to His Excellency the Viceroy, but the said Edward Bedloe would give no assistance in obtaining a favorable answer thereto, neither would he give me any information as to what occurred at the interview, or that he had taken the said Rozario as Official Interpreter, or as to what steps he proposed to take with reference to the matter.

13.—After repeated attempts to obtain the necessary assistance from the said Edward Bedloe, the U. S. Consul at Canton, in pushing the matter through and in obtaining the consent and sanction of the Chinese

REPLIES.

TRANSLATION.

In reply I beg to state that in reference to the sea-front reclamation the people here are against it, no matter of what nationality and of what Country; they are not allowed to undertake to do it, not even Chinese.

By the Treaty stipulation no foreign merchant should see me even if your Honorable Consul were to bring him here. I cannot see him.

With the usual compliments.

(Viceroy's Card enclosed.)

8th Moon, 14th day.

and also to the fact that the Italian Consul did not present Mr. Beede to the Viceroy.

11c. & 12.—T. C. Cheung and W. M. S. Beede advised me together that he said Beede had arranged with said Cheung to do their translating which would not interfere with said Chung's duties at the Consulate, he doing the work at his own home at nights for which they were going to pay Mr. Chung an amount which was satisfactory to Chung, but as they did not have any too much ready money they would pay part cash and part a note, and the object in bringing this matter to my attention was to ask me to advise Chung that I thought the note would be good and paid. I informed Chung that it was an entirely private arrangement, one in which I did not care to interfere or accept any responsibilities, but I thought Mr. Beede was a gentleman and would no doubt pay the note when due for his (said Chung's) services, even if they (the Beede Chinese Syndicate) should not be successful. Beede and Chung then adjourned to the bar-room of the Victoria Hotel and no doubt arranged matters between themselves and celebrated, for they both were reported gloriously drunk when I called at the Hotel for my dinner that evening. The application was presented on June 27. The Viceroy received the same, and his answer was that he would take the same under consideration. This information was given by me personally to said Beede, also with fullest information, and that Rozario was the acting Interpreter, and Rozario himself explained personally to said Beede the details of the interview, I being then very busy upon Government business. Mr. Beede never informed me that Rozario was objectionable to him, in fact, after his interview explaining his letter to me of May 22nd, Beede, Chung and Rozario were upon the most friendly terms, always to be found together, mostly in the bar-room. and my impression was and I believe even now they were the best of friends and that private arrangements had been made between them by which Chung and Rozario were to be made parties to the deal whereby they would be compensated for their services given out of office hours in promoting Beede's Chinese scheme.

13.—At about the time when Beede's Chinese claims were under consideration, presented, and for a long time afterwards, and are still occupied, the Canton Government was very busy, owing to rebellions all through the

CHARGES.	REPLIES.
Authorities to the scheme of reclamation, I reluctantly came to the conclusion that so long as the matter was in the hands of the U. S. representative at Canton no assistance would be rendered by him, and that if the scheme was to receive the necessary sanction some Consular representative, other than the U. S. Consul, would have to take the matter up.	provinces, and it was difficult to even have important matters, protection to missionaries, pressing business claims considered. The Viceroy, very old, had twice petitioned the throne at Peking to accept his resignation, and pending the settlement of his petition for resignation the Viceroy endeavoured by ways (known only too well to Chinese officials) to avoid touching any new business, accepting any responsibility, and in fact desired to leave it all to a successor. To my repeated demands for interviews at various times I was answered: "Viceroy is very sick, confined to bed" and will see no one.
14A.—In consequence, on or about the 11th day of August, 1898, a portion of the interest of the Cheung Yick Company was disposed of to two Italian subjects, and the aid of Ugo Nervegna, the Italian Consul, was asked for and freely rendered;	14A.—I received a communication dated August 16th:—

Canton, August 16th, 1898.

Hon. Edward Bedloe,
United States Consul,
Canton,
China.

Sir,—I have the honour to inform you that I disposed of a portion of my interest in the Chung Yick Co. (Canton Reclamation Syndicate), to G. Badillo and Francisco de Villahermosa, Italian subjects, residing in Hongkong.

Mr. Ugo Nervegna, Italian Consul at Hongkong, will call upon you in connection with the interests so represented.

I have the honour to be,
Sir,
Your obedient servant,
(Signed) W. M. S. BEEDE.

Victoria Hotel.

It seems very curious that no suggestion is made in this letter that it was through my neglect of his interests that he had been compelled to make this sacrifice and that he had renounced all hope of any assistance from me as appears in the 13th paragraph of of his affadavit.

If so, why is the Italian Consul to confer with me? By reference to Hongkong Directory, 1898, it will be found—page 290—

Nervegna & Co., U., Merchants, 31, Wyndham St.
Ugo Nervegna, Italian Consul.
Giulio Badolo, Assoc Nees.
F. di Villavermosa, Assoc Nees.

whereby it will be seen the Italian Consul, acting for Beede's Chinese scheme, is an Italian Merchant in Hongkong, and that the two parties to whom a part had been assigned

Guilio Badolo,
F. di Villavermosa,

are connected with and are assistants in the same office, Ugo Nervegna—the Italian Merchant Consul.

I desire to call attention of the Department to the above and the following statement:—For years past all manner of means have been devised by Chinese residents of Hongkong to force the Canton authorities to grant

CHARGES.	REPLIES.
	this concession to which the government officials and Chinese residents of Canton have been strongly opposed, in support of which I offer the following extract from the despatch of his Excellency, the Viceroy of Canton, under date 18th September, 1898 :—
	"I beg to state that in reference to the sea " "front reclamation the people here (Canton) are " "against it, no matter of what nationality and of " "what country, they are not allowed to undertake " "to do it, not even Chinese."
	During the Viceroy Chan-si-Tung's reign, strenuous efforts were made by Chinese upon some tactics, first alone, and afterwards through the hiring of foreigners to assist, all of which resulted unsuccessfully, and the present Beede-Chinese claim is simply another repetition of the old farce.
	1st.—The Chinese try—and fail.
	2nd.—Watt's rights as a British subject are purchased to secure the good offices of the British Consulate. For obvious reasons the British Consulate did not present the claim to the Canton authorities.
	3rd.—Then Beede's rights as an American citizen were purchased and the U. S. Consulate asked to present the same, which was done.
	4th.—As all the above failed to secure the desired Concession, then it is fair to presume the same tactics were employed by the Chinese in securing the two Italian subjects.
14B.—And on the 24th day of August, 1898, the sanction of the Viceroy of the Two Kwang was notified by the Private Secretary of His Excellency (Wong Tsun Shan) to the Italian Consul, who was then resident in Canton.	14B.—Beede states—"on the 24th day of August, " 1898, the sanction of the Viceroy of the Two Kwangs " was notified by the Private Secretary of his " Excellency Wong Tsun Shan to the Italian Consul, " who was then resident in Canton."
	The intent of this paragraph is to convey that the Italian Consul obtained this concession, whereas under date September 19th, 1898, the Viceroy officially notifies the U. S. Consulate, Canton—
	" The people are against it."
	" The concession will not be granted to any " one, no matter what nationality, what country, not " even Chinese."
	[*This also answers Watt's Affidavit, paragraph* 13.]
15.—I believe that it was the intention of the said Edward Bedloe to take no steps to further the interests of the Cheung Yick Company unless and until he was paid a further sum of money in addition to the sum of $500.00 which had been paid by the said Chan Lun Tai.	15.—It is absolutely false, and besides Beede has no cause or foundation to base this assumption or belief.
16.—I am assured that it is common knowledge, and even a matter of general comment among the inhabitants of Canton that should an American Citizen require the aid of his Consul it can only be secured by payment of such a sum of money as the said Edward Bedloe chooses to demand.	16.—Every American applying to the U. S. Consulate at Canton has been courteously treated and every effort upon my part made to protect and further their interest as the records of the office will prove, and in support of this, I respectfully refer to the letter of Dr. B. C. Henry, quoted under paragraph 1.

CHARGES.	REPLIES.
17.—Owing to the frequent and occasionally prolonged absences of the said Edward Bedloe from Canton, the interests of the said Cheung Yick Company, of which I, this deponent, am a member, have already been impeded.	17, 18 & 19.—In Article 19, Beede states:—A the departures and arrivals of said Edward Bedloe from and at Canton may be obtained from the Chinese Government through the Commissioner of the Imperial Maritime Customs, at Canton, E. B. Drew, Esq., *which record will fully bear out my affirmation on this respect.*
18.—The enclosed statement of the Rev. C. R. Hager, the president of the South China Mission, on this point corroborates my statement.	This record being obtainable and not submitted by said Beede proves either that the above charges were made maliciously without examination of said records or for obvious reasons were not offered by him in support of his charges made under oath and affirmation, and I leave it to the department to draw its own inferences from the enclosed report obtained by me upon application to Commissioner Drew with the following facts:—From the 14th day of April, the day that Beede filed his application at the Consulate, to August 11th, when they placed their in hands of the Italian Consul. I was absent the following days, not Sundays when, of course, the Consulate was closed to all official business.
19.—A record of the departures and arrivals of the said Edward Bedloe from and at Canton may be obtained from the Chinese Government through the Commissioner of the Imperial Maritime Customs at Canton, E. B. Drew, Esq., which record will fully bear out my affirmation in this respect.	April 25th, Monday, 1 day. „ 30th, Saturday, 1 day. August 1st Monday, „ 2nd, Tuesday, } 2 days. all within the prescribed absence without leave not exceeding the period of 48 hours. The port of Canton being in close proximity to Hongkong, although under separate Consular Jurisdiction, the business of Canton Consulate is very much mixed with parties residing in Hongkong, and it is incumbent upon the Canton Consul in investigating applications, obtaining Statistics for Consular reports on American Kerosine, etc., to obtain same in Hongkong, and the above leave, while fully in my legal rights as prescribed by the Rules and Regulations governing the Consular Service, was devoted to investigation and obtaining information for the benefit of the Consular office at Canton.
	While effectually disproving the false charges of the said Beede made under oath, I respectfully submit to the Department a full and complete statement of all my absences from Canton since taking over possession of the office, which statement was given to me by the Commissioner of Customs, Mr. Drew, and are a matter of official records with this statement.
	Canton has been in a very unhealthly condition, devastated by the dreadful plague, the death rates by this disease alone reaching over 1,000 daily.
	I have not been in good health as my despatches to the Department have shown. I have left Canton on Saturdays after the closing of the Consulate and came to Hongkong for the benefit of the pure air and trip upon the river, returing on Monday, and upon the *very few* occasions where my stay has extended over this time it has been due to investigation upon my part of some business connected with my Consulate and/or obtaining facts or figures of use to me in making up commercial reports *but*, in no instance have I exceeded the 48 hours provided for under head absence without leave.

CHARGES. REPLIES.

Dr. EDWARD BEDLOE, U. S. CONSUL.

DEPARTURES FROM CANTON SINCE 1st FEBRUARY, 1898.

Date of Departure.	Steamer.	Date of Arrival.	Steamer.	Absent. No. of days.	Chinese Hldy. No. of days.	Sunday. No. of days.	Unaccounted. No. of days.	Chinese Holidays.
15 Feby. Tuesday.	Honam.	19 Feby. Saturday.	Honam,	3	1	—	2	18th February—(28 day, 1st moon) Rain Water Feast.
5 March. Saturday.	"	7 March. Monday.	"	1	—	1	—	5th March—(13 day, 2nd moon) Excited Insects Feast.
.....	.....	14 " "	"	1	—	1	—	
19 March. Saturday.	Honam.	21 " "	"	1	—	1	—	20th March—(28 day, 2nd moon) Vernal Equinox.
29 " Tuesday.	"	31 " Thursday.	Hankow,	1	—	—	1	
.....	.....	12 April. Tuesday.	"	—	—	—	—	
23 April. Saturday.	Honam.	26 " "	Fatshan,	2	—	1	1	
29 " Friday.	Powan.	2 May. Monday.	Honam,	2	—	1	1	
.....	.....	9 " "	Powan,	—	—	—	—	
20 May. Friday.	Powan.	23 " "	Honam,	2	1	1	—	21st May—(2 day, 4th moon) Small Fulness.
28 " Saturday.	———	31 " Tuesday.	"	2	1	1	—	30th May—(11 day, 4th moon) aninversary death of Confucius.
.....	.....	6 June. Monday.	Fatshan,	1	—	1	—	6th June—(18 day, 4th moon) Sprouting Seeds.
.....	.....	13 " "	Honam,	1	—	1	—	
22 June. Wednesday.	Powan.	24 " Friday.	"	1	1	—	—	23rd June—(5 day, 5th moon) Dragon Boat Festival.
.....	.....	11 July. Monday.	Powan,	1	—	1	—	
.....	.....	19 " Tuesday.	Hankow,	—	—	—	—	
.....	.....	26 " "	Honam,	—	—	—	—	
30 July. Saturday.	Fatshan.	3 Augt. Wednesday.	"	3	—	1	—	
6 Augt. Saturday.	Honam.	8 " Monday.	"	1	—	1	2	7th August—(20 day, 6th moon) Beginning of Autumn.
.....	.....	15 " "	"	1	—	1	—	
20 Augt. Saturday.	Honam.	23 " Tuesday.	"	2	—	1	1	23rd August—(7 day, 7th moon) Stopping of Heat.
.....	.....	29 " Monday.	"	1	—	1	—	
.....	.....	2 Septr. Friday.	"	—	—	—	—	
6 Septr. Tuesday.	Honam.	9 " "	"	2	—	—	2	
.....	.....	15 " Thursday.	"	—	—	—	—	
17 Septr. Saturday.	Honam.	19 " Monday.	"	—	—	1	—	

20.—The delay in presenting the application to H. E. the Viceroy, extending from the 1st to the 27th day of June, 1898, was extremely prejudicial to my interests.

20.—The application was made to the Viceroy of Canton for an interview immediately upon Beede advising the papers were in readiness. The lapse of time from 18th April to June 27th was due :—

1st.—Their arranging with T. C. Chung and others as regards compensation for doing Chinese clerical work.

2nd.—Said Beede being resident of Hongkong paid periodical visits to Canton, and upon nearly every occasion was in such a condition that he was unable to transact clearly his business. After coming to an understanding with Chung as he could not have his time during office hours, he would come around the Consulate, and at every opportunity would entice said Chung into Interpreter's office of the Consulate building, where they would spend their time drinking rum.+ Upon several occasions said Beede especially became beastly intoxicated, a disgrace to the premises, making T. C. Chung incapable of attending to his duties at the Consulate. The duties of the Consulate compelled me to advise Beede that he must not take Chung away from his work during business hours, and that I would not permit his drinking upon the Consulate property.

+ This fact was reported to me during the week of my confinement in bed with fever as how while unable to protect myself from Beede's intrusion at the Consulate.

CHARGES.	REPLIES.
21.—To the best of my belief the introduction of the man known as Rozario as Interpreter in place of the regular Consular Interpreter, T. C. Chung, was done in order to afford a cloak for extortion, and that the statement made by the said Rozario to my cosignatory of the Cheung Yick Company agreement, Chan Lun Tai, to the effect as set forth in paragraph 4 hereof, was made with the knowledge and consent of the said Edward Bedloe.	3rd.—Illness of the Viceroy and difficulty in having a date fixed for personal interview. 21.—Rozario was upon very friendly terms with Beede, and to the best of my knowledge and belief was working out of office hours for them. Beede did not make any objection other than his note of May 22, nor was any objection made by him at the time of reporting the interview with the Viceroy, nor any objections stated since. He was taken as the acting interpreter to the interview with the Viceroy owing to following reasons :— 1st.—T. C. Chung was busy in making and translating official dispatches to and from the Viceroy. 2nd.—Mr. Rozario was a thorough Chinese Scholar speaking Mandarin Chinese fluently, and I had not, nor have I now any reasons to doubt his interpreting correctly for me. In fact my interview was simply for the purpose of presenting a written document which was supposed to contain all asked for by said Beede, drafted and written under his supervision, and handed to me for the purpose of presenting to the Viceroy. The reasons or animus for charges made by said Beede are :— 1st.—The inability of the United States Consulate securing for the Beede-Chinese syndicate, composed principally of Chinese, a very valuable concession to the greater part of the water front of Canton. A concession that had been tried for unsuccessfully by— 1st.—Chinese. 2nd.—By British. 3rd.—American. 4th.—Italian. 2nd.—My inability to secure for him a personal interview with the Canton Viceroy ; a Consul has no power to demand that the Viceroy shall grant an interview to a private individual or a Merchant, and upon my inquiry of the Foreign Secretary of the Viceroy, be answered the Viceroy would positively not see any merchant or private individual ; that if I brought one with me I would be admitted to his presence but my companion would have to wait outside, and by reference to the Viceroy's despatch of 18th September, 1898, I offer as evidence this extract: " By the treaty stipulations no foreign merchant " " should see me, even if your Honorable Consul " " were to being him here, I cannot see him." 3rd.—Under date of June 20th, while the concession was still under consideration, said Beede addressed to me a communication requesting me to ascertain, &c., under what conditions the Chinese Authorities are prepared to sanction the right to mine coal and ironstone, to obtain for him a code of regulations for working mines of coal and ironstone which would give security for capital invested ; also wanted permission to mine coal with full liberty to make and improve necessary roads, bridges. ariel or ground tramways and improve-

CHARGES. REPLIES.

ments of existing waterways, which letter was irregular and entirely different from the customary procedure of those desiring to obtain valuable grants. This information if such exist, if the Chinese were willing to part with, could only be obtained by great labour, which the Consulate could not spare and at great expense for which there were no provisions made. China is full of representative of syndicates who are spending time and money making proposals to Chinese officials whereas said Beede expects this Consulate to obtain for him that which large expenditure of time, labor and money has failed in securing for others. Notwithstanding the above, Mr. Beede's letters received the courteous consideration and was forwarded to the U. S. Consul General, Shanghai, in conformity with instructions from the State Departments Despatch.

(Copy.)

United States Consulate, Canton, China.

July 8th, 1898.

W. M. S. Beede, M. D.

Hongkong, Asia.

Sir,

I have the honour to acknowledge the receipt of your communication of the 20th ultimo addressed to me in "*re* mining and other rights appertaining thereto within the provinces of Kwangtung and Kwangsi," and you also state that it is your desire and that of the people you represent "to learn from the authorities of the above mentioned provinces, under what conditions they are prepared to sanction the mining of coal and ironstone."

You state too that you "require a code of regulations which would enable us (you) to work mines of coal and ironstone in joint account with landholders, and which would give us (you) security for capital invested," and you also state you "want permission to mine coal with full liberty to make and improve necessary roads, bridges, ariel or ground tramways and improvement of existing waterways."

Your communication states that "this question has been called to the attention of the Government at Peking and will be pressed through the ministers representing the American, British and Italian Governments."

In reply, I beg to state that pursuant to the directions to Consuls in China, contained in dispatch No. 17, from the Department of State on the subject of correspondence with local Chinese officials on matters affecting the interests of American citizens, I shall forward your communication, with an accompanying dispatch, to Consul-General Goodnow, at Shanghai; who will give the matter his official consideration in due course, and if it meets with his approval, will doubtless transmit your communication to the U. S. Minister with such recommendation as his wisdom may suggest.

CHARGES.

22.—That the tolerance and continuance of such action and practices on the part of the U. S. representative at Canton is directly inimical to the interests of this deponent and all other American Citizens, and is derogatory to the dignity of the U. S. Government with the Chinese officials and people.

Sworn at the Consulate of the United States of America at Victoria in the Colony of Hongkong, this 16th day of September, 1898.

(Signed) W. M. S. BEEDE.

Before me

(L. S.) Sd. ROUNSEVELLE WILDMAN,
Consul-General.

A true Copy
(Signed) ROUNSEVELLE WILDMAN,
Consul-General.

September 21st, 1898.

REPLIES.

In compliance with instructions from the State Department in reference to correspondence effecting the interests of American citizens I send this reply to your communications to the Consul-General at Shanghai who will forward it to you.

I have the honor to remain, Sir,

Your obedient servant,

(Signed) EDWARD BEDLOE,
Consul.

4th.—These charges have been made in conformity with repeated threats made by said Beede principally in the bar-rooms of Hongkong and Canton *that* people in China did not know his great political power and pull.

That he was going to show them an example by *downing* the Consul of Canton.

That any one who stood in his way had to go down.

That he himself would be Consul at Canton before three months had gone by, and *that* said Watts a British subject would be Vice Consul with many other personal and vulgar remaks applied to the U. S. Consul at Canton.

The Beede-Watts Chinese Co. is purely a Chinese Concern. Beede and Watts are men of no financial standing "only men of straw," brought into the business for the purpose of securing the influence and work of their respective Governments.

22.—I leave the answer to this article to the decision of the State Department in consideration of the time, labor and expense required to answer in detail charges preferred against a member of the Consular Service by such persons hired by Chinese to further Chinese interests, and upon such grounds it being obviously desirable upon the part of said Beede to lay the blame for the non-fulfilment of his promises made to his Chinese employers at the door of the United State Consulate, Canton.

I desire to call the attention of the Department to the following leading article appearing in The "China Mail" published in Hongkong in its issue of September 20, 1898:—

It is pleasant to hear that at last a really sound scheme for improving the Bund, or rather creating a Bund, on the Honam side of the Canton River, has been taken in hand. There can be no question whatever of the usefulness and desirability of such a scheme, and all those interested in Canton, as well as the merchants of the provincial city itself, will be ready to welcome this sign of improvement. It may be deemed to be somewhat strange that the U. S. Consul (Dr. Bedloe) has had so little to do with the arrangements of this scheme of reform, seeing that a prominent citizen of the United States had a great deal to do with the initiation of the new idea. From what has leaked out, it would appear that Dr Bedloe maintains a most expensive staff of Interpreters around his Consulate, and that any real American citizen who is anxious to have a scheme for

CHARGES.	REPLIES.
	improvement presented to H.E. the Viceroy is precluded from doing so by the extreme cost of this establishment and the necessary size of the charges for interpretation and translation. This condition of things is decidedly unfortunate for American interests; and the result is distinctly disastrous for the prestige of the United States in Canton. We hear that the good services of the Italian Consul have been called in, and with a very satisfactory result. It would be interesting to know the reason why an American citizen should have to pass out of the door of his own Consulate, and into that of Italy, before he can carry out a legitimate piece of business. And we have no doubt but the real reason will be made known in due course if we live long enough. Everything comes to him who waits. By comparison with charge, No. 16, it will be readily recognized that the author of these charges is responsible for this attack upon a branch of the United States Consular service, and as the said Beede puts it in paragraph 22 of his affidavit.— "Is directly inimical to interests of American "citizens and derogatory to the dignity of the "United States Goverment with the Chinese officials "and people—" for there is a Chinese issue of the "China Mail," and therefore what appears in the English Paper is published and read in the Chinese issue, and is made a subject of common knowledge, gossip and scandal amongst the Chinese people both in Canton and Hongkong. It is unfortunate that this article should have been furnished by one who is recognized here as a member of the United States Consular service under the unauthorized title of Consular Surgeon.

WATTS'S AFFIDAVIT.

(Copy.) To The Honorable, The Secretary of State for the United States of America, Washington, B. C. In the matter of Edward Bedloe, U. S. Consul at Canton, in the Empire of China. I, Frank Wapshare Watts, of Victoria, in the Colony of Hongkong, a British subject, make oath and say as follows :— 1.—By a contract dated the 14th day of April, 1898, I, this deponent, W. M. S. Beede, a Citizen of the United States of America, and Chan Lun Tai, a subject of the Emperor of China, entered into an agreement together under the style of the Cheung Yick Company for the purpose of carrying out a scheme for the reclamation of land and embankments on the North Bank of the Canton river.	Frank M. Watts, a man of straw, no financial standing, a bankrupt with a well-known character of having made a failure of everything he was connected with, was like said Beede purchased by the Chinese Syndicate for the purpose of securing and enlisting the services of the English Consul, which for obvious reasons, was not given. As a British subject, I informed him that I could have no communication with him officially and from the general well-known worthless character of the said Watts I avoided having anything to say or do with him officially and, or unofficially, and therefore deny any and all his statements and respectfully refer to my answers to said Beede as fully covering this case of Watts.

CHARGES. REPLIES.

2.—The said Contract was registered at the Consulate of the United States at Hongkong on the said 14th day of April, 1898, before Rounsevelle Wildman, Esq., the Consul-General, and on the 18th day of April, 1898, the said contract was registered at the Consulate of the United States at Canton before Edward Bedloe, Esq., Consul.

3.—I was present on the 18th day of April, 1898, at the United States Consulate at Canton in the Empire of China with the said W. M. S. Beede and heard the said W. M. S. Beede request the said Edward Bedloe to forward an application in Chinese to His Excellency the Viceroy of Canton for his official sanction to the scheme of reclamation, and the said Edward Bedloe advised him to have the application and estimates translated into Chinese by the Consular Interpreter to which he consented.

4.—On the 21st day of May, 1898, I was informed by the said Chan Lun Tai and one Leung Eu Tien a subject of the Emperor of China, that one Rozario who was stated by the said Edword Bedloe to be in the official employ of the United States of America at Canton had made a demand to the said Chan Lun Tai for the payment down of $1000.00 and the payment of $100.00 per month during the progress of the work until completion, and that the said Rozario had stated that he was the necessary factor in the prosecution of any work through the U. S. Consulate at Canton and that statement was illustrated by the figure of speech that I this deponent and the said W. M. S. Beede were merely leaves on the tree of which he (Rozario) was root and trunk.

5.—Shortly after I was informed that T. C. Chung the said Consular Interpreper had demanded from the said Chan Lun Tai the sum of $1000.00 for making the translation into Chinese of the application and of the estimates referred to in paragraph 3 of this affidavit, and on my advice the said Chan Lun Tai refused to pay the said sum of $1000.00 so demanded.

6.—On or about the 23rd day of May, 1898, the said T. C. Chung called to see me at my Hotel in Canton and spoke to me about the demand for the payment of $1000.00 which he had made to the said Chan Lun Tai as mentioned in the preceeding paragraph and he informed me that he was requested to make this demand by the said Edward Bedloe.

7.—I am informed and believe that the said W. M. S. Beede also had an interview with the said T. C. Chung.

8.—After my conversation with the said T. C. Chung mentioned in paragraph 6 of this affidavit I saw the said Chan Lun Tai and we agreed to pay on behalf of the Cheung Yick Company the sum of $500.00 for making the translation into Chinese of the application and estimates.

9.—I am informed and believe that on the 31st day of May, 1898, the said sum of $500.00 was paid to the said T. C. Chung.

CHARGES.	REPLIES.
10.—After the payment of the said sum of $500.00 on the said 31st day of May, 1898, the said T. C. Chung frequently spoke to me about the money so paid and informed me repeatedly that he made the demand for $1000.00 at the request of the said Edward Bedloe.	
11.—On the 27th day of June, 1898, the said application was presented to His Excellency the Viceroy by the said Edward Bedloe.	
12.—After the 27th day of June, 1898, I did not see the said Edward Bedloe officially on this matter but the said W. M. S. Beede informed me that he had frequently done so and that he could obtain no information or assistance from him and I suggested that a certain share and interest in the Cheung Yick Company should be transferred to two Italian subjects and that the assistance of the Italian Consul should be asked for.	
13.—On or about the 11th day of August, 1898, a portion of the interest of the Cheung Yick Company was disposed of to two Italian subjects and the aid of Ugo Nervegna the Italian Consul was asked for and freely rendered, and on the 24th day of August, 1898, the sanction of His Excellency the Viceroy of the two Kwang was notified by the Private Secretary of His Excellency Wong Tsun Shan to the Italian Consul.	
Sworn at the Consulate of the United States of America at Victoria in the Colony of Hongkong this 16th day of September, 1898. (Signed) FRANK W. WATTS. Before me (L. S.) (Signed) ROUNSEVELLE WILDMAN, Consul-General. A true Copy. (Signed) ROUNSEVELLE WILDMAN, Consul-General. September 21st, 1898.	

AFFIDAVITS OF CHUN LUN TAI AND LEUNG EU TIN.

To The Honorable The Secretary of State for the United States of America, Washington, B. C. In the matter of Edward Bedloe, U. S. Consul, at Canton, in the Empire of China.	
We, Chan Lun Tai, of Canton, in the Empire of China, a subject of the Emperor of China, and Leung Eu Tin of Victoria, in the Colony of Hongkong, a subject of the Emperor of China, do hereby jointly and severally declare and say as follows:—	In answer to the statement of two Chinese employers of Beede and Watts, I respectfully refer to the replies made to Beede and Watts charges, adding thereto:—These men, being Chinese, I have had no dealings officially and/or unofficially with them—in any manner whatever, except on 18th April, 1898,—a China man was brought in by Beede and Watts at the registration of their agreement as a party to the agreement to acknowledge signature and seal. He had no knowledge of the English language and the only conversation had with him was through the interpreter and consisted simply in above mentioned acknowledgement.

CHARGES.	REPLIES.
And I, Chan Lun Tai, for myself say that:— On the day of September, 1898, paragraphs 1, 4, 7, 8, & 10 of the affidavit of W. M. S. Beede, and paragraphs 1, 4, 5, & 8 of the affidavit of Frank Wapshare Watts sworn and dated respectively the day of September, 1898, were interpreted to me in the Chinese language by Tam Yik Kin the official Interpreter to the Italian Consulate at Victoria aforesaid, and I hereby declare and say that the same are true.	
And I, Leung Eu Tin, for myself say that: On the day of September, 1898, paragraphs 4 & 10 of the said affidavit of the said W. M. S. Beede and paragraph 4 of the said affidavit of the said Frank Wapshare Watts were interpreted to me in the Chinese language by the said Tam Yik Kin, and I declare and say that the same are true.	
Declared by the Declarants at the Consulate General of the United States of America, at Victoria, in the Colony of Hongkong this the 16th day of September, 1898.	
(Signed) CHUN LUN TAI. (Signed) LEUNG EU TIN.	
Before me (L.S.) (Signed) ROUNSEVELLE WIDDMAN, U. S. Consul General.	
A true Copy. (Signed) ROUNSEVELLE WILDMAN, Consul General.	
September 21st, 1898.	

ANSWERS TO CHARGES

MADE BY THE

CHINESE MINISTER AT WASHINGTON, D.C.

ANSWERS TO CHARGES

HINESE MINISTER AT WASHINGTON, D.C.

CHARGES MADE BY THE CHINESE MINISTER, AT WASHINGTON, TO THE SECRETARY OF STATE AGAINST THE CONSUL OF THE UNITED STATES AT CANTON, EDWARD BEDLOE, AND HIS REPLY THERETO.

CHARGES.

Left with the Secretary of State by the Minister of China. July 28th, 1898.

Translation of a letter from the Viceroy at Canton to the Tsung-li Yamen (Foreign Office, Peking).

I have the honor to call the Yamen's attention to the repeated violations of treaty stipulations by the new American Consul, Mr. Bedloe. Mr. Bedloe has not been long at his post, and cannot write or speak the Chinese language. Accordingly, he takes the word of his Chinese interpreter, Chung Kai Kwang, for pure truth. His acts have so incensed the people that they can hardly be restrained from taking the law into their own hands. Even Commissioner Drew, of the Imperial Maritime Customs, himself an American citizen, has been heard to remark that America has brought disgrace upon herself by sending such a disreputable individual to represent her abroad as Consul, and that Minister Denby knows what kind of man Mr. Bedloe is.

Therefore I have to request that the Yamen will kindly make urgent representations to the United States Government, so as to cause the immediate dismissal of Chung Kai Kwang, the interpreter, from the United States service and the recall or removal of Consul Bedloe from his present post. Everybody here knows that Mr. Seymour, who has been United States Consul at Canton for over ten years, is a fair minded and upright man. Mr. Alfred Alf is thoroughly reliable also.

I beg to append herewith for the Yamen's examination a memorandum of some of the unwarrantable acts of the American Consul and his interpreter Chung Kai Kwang, showing wherein they have violated treaty stipulations and provoked the people to just wrath, with the request that a copy of the same be transmitted to the United States Government.

Enclosures as above.

Memorandum of the Unwarrantable Acts of the United States Consul Bedloe and his Chinese Interpreter, Chung Kai Kwang.

The American Consul makes the following statement to the District Magistrate of Pwan-yu in an official communacition :—

"Ma Chau Shi, an American citizen, having brought suit against Chun Chi-poh for non-payment of a loan, I, as Consul of the United States, did issue summons to both parties in the suit to appear before me at the Consulate for examination. Chun Chi-poh, as soon as he left the Consulate, immediately made good his escape. I have to ask you to deliver up Chun Li-hien."

REPLIES.

As to Ma Chau Shi's case, my explanation and defence is as follows :—

This is the usual form or notice of suit brought by an American citizen against a subject of China. The peculiar wording is due to translating from English to Chinese, then back again to English by different interpreters.

CHARGES MADE BY THE CHINESE MINISTER, AT WASHINGTON, TO THE SECRETARY OF STATE AGAINST THE CONSUL OF THE UNITED STATES AT CANTON, EDWARD BEDLOE, AND HIS REPLY THERETO.—*continued.*

CHARGES.

Now, in an action for debt, in which a Chinese subject is the defendant, the proper course to pursue is to ask the local authorities to try the case and enforce the payment. What right had he to summon the parties to the Consulate for examination? Moreover, there are certain inaccuracies in the Consul's statement. When Chun Chi-poh arrived at the Consulate in obedience to the summons, Chung Kai Kwang was directed to conduct the examination. Chun Chi-poh objected. Chung Kai Kwang then ordered him to be taken into custody. Chun Chi-poh watched his opportunity and succeeded in making his escape. Such are the true facts.

The District Magistrate or Pwan-yu mentions another incident in a petition to me. On the 16th day of the intercalary third moon (May 6th), at four o'clock, the Consul, accompanied by his interpreter Chung Kai Kwang, suddenly presented himself at the District Magistrate's residence, and with angry looks and threatening language, insisted that the Magistrate should try the case conjointly with him, and compel the defendant to pay back the loan then and there. Inasmuch as the plaintiff did not appear, the Magistrate refused to comply with the demand, and put an end to the interview.

I have to refer you to the Consul's letter to the District Magistrate for an account of his arbitrary proceeding in summoning a Chinese subject to his Consulate for examination, and to the Magistrate's petition for a detailed account of the unpleasant incident at that official's residence.

—:o:—

REPLIES.

Ma-Chau-Shi was an American woman born in California and resident there for 25 years. She was recommended to the Consulate at Canton by U. S. Consul in Hongkong, where she has been residing for some time past. I found her case in the Consulate when I took over the office from the late acting Consul Mr. Alf. As, with the Hongkong Consul's letter, were the evidences of Ma's birth and of her residence in the United States, I felt fully justified in putting forward Mrs. Ma's claim under the provisions of Art. 24 of our Treaty with China (*see* page 547, Consular Regulations, Ed. 1896. My first step was to invite the parties to come to the Consulate and see if the matter could be amicably arranged. There is no special provision in our Treaty expressedly authorising this, although Art. XXVIII, of our Treaty, 1858, necessarily implies it, (*see* last six lines) " and if controversies arise " " between citizens of the United States and subjects of " " China *which cannot be amicably settled otherwise*, &c., " but it is specially provided for in the British and other Treaties, and I conceive the most favoured nation clause gives the Consuls of the U. S. the same right and privilege. Art. XVII, of the British Treaty of Tientsin, 1858, specially provides that when a British subject has a complaint against a Chinese or *vice versa* the Consul is to "inquire into the merits of the case and do his utmost "to arrange it amicably." It is only if the Consul is unable to effect a friendly arrangement that he is "to request the assistance of the Chinese authorities."

This is not merely the law but the practice. Chun Chi Po came freely and willingly to the Consulate and in my presence admitted, the justice of the claim against him. The note on which Ma claimed was shewn him, and he admitted the seal to be that of his firm, and the body of the note to be in the hand writing of his Cashier or Accountant. To all proposals as to payment or settlement in any shape or form, he turned a deaf ear and I had to imform him that I must place the matter before the Pun Yu Magistrate with a statement of Ma Chan Shi's claim. It was proposed that he should go at once with the messengers and a despatch to the Pun Yu, but after leaving the Consulate he changed his mind and would not proceed. I therefore instructed Mr. Chang the Interpreter of the Consulate to prepare the usual despatch to the Pun Yu laying the claim before him and stating what had been done. I have had no complaint from any side until I heard from the State Department. So far from there being any complaint, the Pun Yu and I were on most excellent terms apparently, and that official took effective measures to at once enforce Mrs. Ma's claim. He at once imprisoned Chun Chi Po, the manager of his firm and another man of whose names I have no note and who are, I believe, in prison still. On the 6th May, about 3 o'clock in the afternoon, I received a note from the Pun Yu, stating he was then trying the

CHARGES MADE BY THE CHINESE MINISTER, AT WASHINGTON, TO THE SECRETARY OF STATE AGAINST THE CONSUL OF THE UNITED STATES AT CANTON, EDWARD BEDLOE, AND HIS REPLY THERETO.—*continued.*

CHARGES.	REPLIES.
	case. This he had no right to do except in conjunction with me. The 28th Article of our Treaty is clear on the point. "Disputes between American and Chinese" "citizens shall be examined and decided by the" "public officers of both nations acting in conjunction." On receipt of this note, I immediately proceeded with my interpreter to the Court of the Pun Yu and formally protested against his proceeding in my absence. I found too that Mrs. Ma was not present either and was not represented. The Pun Yu at the time manifested no anger, no annoyance. He accepted my view of the case and fixed the 30th June for the hearing. The hearing took place on that day accordingly, and the relations between myself and the Pun Yu were of the most friendly and cordial description, as can be testified by three Americans who, being in Canton at the time out of curiosity attended the trial. Upon June 30th, the trial took place at which were present: The Puan Yu, his staff, United States Consul, Canton, and his interpreters. The two defendants. The plaintiff. The relations between the Pun Yu and the United States Consul were most cordial and friendly. The defendants denied the genuiness of the note, signature, seal (or chop). The Pun Yu ordered them to send a messenger to their place and secure some notes of theirs which they would admit as genuine writing, signature, chop, which upon production the Puan Yu compared the same with a photograph of the note held by Ma Chau Shi and gave the following decision:—"The writing, signature, and chops of the admitted genuine notes and the *Photograph* of the notes held by Ma Chau Shi are one and the same. That if upon production of the original note held by Ma Chau Shi, if it be the same I shall give a verdict for the plaintiff and order the defendants to pay same." I would here state that for fear the genuine note might be destroyed it was copied by photography; the original note deposited in my safe and the photo offered as evidence. On the 11th September, a despatch was received from the Pun Yu that he was ready to examine the original note which was taken there and submitted by the Vice Consul of the United States, the original note was this time compared with entirely separate decuments and a lot of brass seals or chops which were not in evidence at the original trial, and the Pun Yu then rendered his decision that "the note was not genuine." It was only since the arrival of Consul-General Goodnow in Hongkong, and through a special investigation held by him at the Consulate in Hongkong the day before he left for Shanghai that it came out that the claimant, Mrs. Ma, had forfeited her American citizenship by marriage with a Chinese. The husband claims very strongly to be an American citizen,

CHARGES MADE BY THE CHINESE MINISTER, AT WASHINGTON, TO THE SECRETARY OF STATE AGAINST THE CONSUL OF THE UNITED STATES AT CANTON, EDWARD BEDLOE, AND HIS REPLY THERETO.—*continued.*

CHARGES.	REPLIES.
	he is generally considered and treated as such; he resided in America for fifteen years, speaks English fluently and well. I do not question the Consul-General's formal decision but it needed a formal investigation to establish the fact the husband was not an American citizen. In conclusion, I found this matter pending on my arrival, I found Mrs. Ma certified by the U. S. Consul in Hongkong to be an American citizen and strongly recommended to the Canton Consulate. In pressing her claim I only did my duty. I behaved with perfect courtesy to the Chinese officials and they to me. I never had any intimation, however slight, that I had however innocently and unintentionally given offence. May I add that efforts, strong efforts were made to induce me to abandon Mrs. Ma's case. A gentleman of my acquaintance in Hongkong was offered $5,000 for himself and $5,000 more for this Consulate if I could be induced to withdraw the claim. Other parties approached me with more or less broad hints that as much as $20,000 was at my disposal if I ceased to press the matter. The claim being for a loan of 100,000 dollars with interest. It has recently been discovered that may interpreter Mr. Chung had been paid $3,000 to impede the progress of the case or stop it. The brother-in-law of the Chinese Minister in Washington was employed as Counsel in the case for the other side, and the complaints against me may be only another move to put an end to the proceedings or embarrass them.
The tract of land in front of the Custom house is public property. Squatters have taken possession of it, and put up buildings on it. The place has become a resort for ruffians and smugglers, and, in fact, a nuisance to the public. On Commissioner Drew and the Superintendent of the Likin Station after due consultation, have come to the conclusion that it is for the interest of the public to cut a road through the place and pave it with stone, so as to drive away the ruffian element. A public subscription for this purpose is to be raised, and all the squatters' buildings are to be removed. The land usurped is to be given up, and devoted entirely to public use, and trade is to be allowed there as hitherto. No objection has been raised from any quarter, with the exception of a single store, known by the name of Ta Fung Nien, of which a man named Yang is the proprietor. This man went to the American Consul, and the Consul directed his interpreter to post up a proclamation, to which his official seal was affixed, inside the Chinese store, warning the Chinese people that the building had been purchased by the American Minister from the Tsung-li Yamen and should not be meddled with. The whole neighberhood rose up in protest. They asked what right a foreign Consul had to post up a proclamation on Chinese property and inside a Chinese store, and to	As to the proclamation, alleged to have been dated the 10th day, 3rd Intercallary moon, 24th year of Kwangsu, (30th April, 1898) and posted in the sedan-chair store of one Ta Fung Nien, copy translation of which is embodied in the memorandum from the United States Minister at Washington, of which a copy is now before me, I can only say that I never issued any such proclamation or authorised the issue of any such proclamation in any shape or form, or ever heard that any such proclamation had been issued or posted until I received from Consul-General Goodnow the documents above referred to. If such a proclamation was issued and posted it was not by me nor with my knowledge. If the Consular seal was affixed to any such document it was not by me or by my authority. It was either a forgery—like the forged immigration certificates purporting to bear my signature and the seal of this Consulate recently presented to the Customs authorities in Portland, Oregon, and now forming the subject of investigation, or the Consular seal was improperly applied by some person in my office who had access to it. I think it needless to do more than refer to the *wording* of the so called proclamation to prove that I could never have seen or sanctioned it. It is absolutely

CHARGES MADE BY THE CHINESE MINISTER, AT WASHINGTON, TO THE SECRETARY OF STATE AGAINST THE CONSUL OF THE UNITED STATES AT CANTON, EDWARD BEDLOE, AND HIS REPLY THERETO.—*continued.*

CHARGES.

instruct the Chinese people what they should and should not do. They demanded that Chinese officials should put up notices on the foreign business houses at Shamien, ordering all foreigners to mind their own business.

The excitement created by this affair was so great that serious trouble was only averted with difficulty.

I have never heard of the Tsung-li Yamen selling stores and lands to foreign ministers. The wording of the proclamation, a copy of which has been obtained from the Commissioner of Customs, showing the American Consul's disregard for truth in his public statements and arrogation of powers not specially sanctioned by treaty, is as follows:—

PROCLAMATION issued by Edward Bedloe, United States Consul at Canton, empowered to look after American interests in the provinces of Kwangtung and Kwangsi.

Whereas a petition has been received from Lo Hsiang to the effect that the local authorities, proposing to build new quays along the ferry terminus at Sin-ke, have issued public notices that all rubbish, such as bricks and broken china, dumped on public grounds along the line of the proposed quays, should be removed within ten days.

Whereas the land occupied by the said Lo Hsiang is the property of the American Minister at Peking, purchased through the Tsung-li Yamen, which is a matter of record.

Whereas the said Lo Hsiang has applied to this Consulate for relief from the intolerable oppressions of the official underlings, and humbly begged that the local authorities be informed in the premises.

Therefore, I do hereby issue this public proclamation, besides an official communication to the District Magistrate of Nanhai, making known to you, Chinese of all classes, that the land involving the ownership of the stores at the ferry terminus, which has been under the management of the said Lo Hsiang for years, is registered in this Consulate, and ordering you to refrain from making trouble on that account so that you may cause serious inconvenience to yourselves.

Tremble and obey,

A PROCLAMATION.

Dated this 10th day of the 3rd intercalary moon in the 24th year of Kwanghsu (April 30th, 1898), and posted at the sedan-chair store of Ta Fung Nien.

REPLIES.

absurd to suppose that I could have inserted in any such document, or approved of the insertion of such a statement as that contained in the second paragraph of the so-called proclamation that the property referred to was the "property of the American Minister at Peking, purchased through the Tsung-li Yamen."

As I am bound to assume that some such pretended proclamation was posted at the time and place stated, the only possible explanation is that the Interpreter, Chung Kai Kwang, recently suspended by the Consul-General, and who has since fled from Canton to Macao to avoid punishment there for his evil deeds, has abused the confidence reposed in him, and for a bribe, or out of friendship, tried to help a friend by putting out this silly fraud.

I respectfully submit that I have great reason to complain that, when this proclamation was found, no communication was made to me by the Chinese authorities or by the Commissioner of Customs. It must have been evident to the latter that such a document could never have been put forth by me nor with my knowledge and consent, and that either it was an out and out forgery or done without the knowledge and authority of the Consul. If my attention had been called to it at the time there could have been prompt investigation, but I was left in complete ignorance of this abuse of my name and seal, until I hear of it *via* Peking, Washington and Shanghai. It is impossible for me now to get any information on the subject or discover the guilty party or parties, or even prove there was or was not such a proclamation posted.

Edward Bedloe

Subscribed and sworn to before me
this 14th day Oct. 1898

John Goodnow
Consul General U.S.A.
Shanghai

Shanghai Mr Clelton
Mr Braxagan

No. 147

Consulate-General of the United States,

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U.S. Consulate General.
JAN 3 1899
SHANGHAI, CHINA.

Ans Feb 13

Mr. Goodnow

To the Department of State.

Desp reply

DEPT. OF STATE
FEB 10 1899

Subject:

Drafts from Canton Consulate.

Abstract of Contents.

No. 147

Consulate-General of the United States,

Shanghai Jan 3d, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

In response to his inquiry, I have advised H R Williams Jr. AVice Consul in charge at Canton that under Par 506. / he is entitled to draw for one half the salary of Consul for 60 days from Oct. 10th, when he took charge, and all the salary for the remainder of the time he is in charge: unless he has not filed his bond or unless he has made some different arrangement with Consul Bedloe. Also that Mr Williams being in charge at the end of the quarter should draw for other salaries & expenses, less fees, from Oct 10 to Dec 31st.

Such advice arises from the fact that Dr Bedloe is still on leave and Mr Williams must draw to pay the bills of the Consulate.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

TELEGRAM RECEIVED.

8 Wdo

INDEX BUREAU REC'D. JAN 7 '99 DEPT. OF STATE

To Secretary of State Washington. From Shanghai. Jany. 7, 1899.

Received 11:25 A.M.

Appt. Jany 13/99 Chas. Denby of Ind. vice Heenan resigned Jan 19-99

BUREAU OF APPOINTMENTS JAN 13 1899 Department of State

3rd. ASST. SECRETARY. JAN 7 1899

Eichalbergr resigns sixteenth.

Recommend Denby.

Goodnow.

Cons Bureau

No. 2

CONSULAR BUREAU.
NOTED.

Consulate-General of the United States,

U.S. Consulate General, JAN 7 1899 SHANGHAI, CHINA.

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Mr. Goodnow

To the Department of State.

No 2 - Copy & Inclosure Copy & Ltr. Abbey 1/17/99

Subject:

Death of L. G. Abbey, Consul.

3rd ASST. SECRETARY FEB 10 1899

No. 11

Consulate-General of the United States,

Shanghai Jan 7, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to notify you of the death of an American citizen, Lars G. Abbey, of typhoid pneumonia, on Jan 6th 1899. His father is C. A. Abbey, 436 8th Street, Brooklyn, N.Y.

He leaves no estate. The body will be cremated at 4 pm today.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

No. 11

Consular Bureau
CONSULAR BUREAU.
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Consulate-General of the United States,

Shanghai, Jan 7, 1899

Mr. Goodnow

To the Department of State.

3rd ASST. SEC.
FEB 10 1899

ack by form Feby 18/99

Subject:

Transmitting Marshal's Returns and Marriage Certificates

Abstract of Contents.

No. 7

Consulate-General of the United States,

Shanghai Jan 7th, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to transmit herewith
1/ the Quarterly Returns of the Marshals of the
Courts for this Consular District, for the
Quarter ending December 31st, 1898.
3/ I also enclose Marriage Certificates (3) issued
by me for the same period.

I have the honor to be
Sir
Your obedient servant

Consul General

Enclosures - Four.

(Form

FORM OF RETURN OF A MARS

United States Consular Court at Shanghai, China.

NUMBER OF CASE.	DATE OF FIRST PROCEEDING.	NAME AND NATIONALITY OF PLAINTIFF.	NAME AND NATIONALITY OF DEFENDANT.
	1895.		Civil Ca
No 1029	Dec 2	Olsen & Co - Norwegian	Geo A. Woods - American
			Criminal D
No 471	Sept 30	The U. S.	American. John Green
472	Oct 7	The U. S.	Moritz Blom
473	" 4	The U. S	William Gunny
474-5	" 7	The U. S	Willis King and K. Kunishi Seamen Am ship "W. H. Connor
476	Nov 11	The U. S	Moritz Blom-
477	Dec 29	The U. S.	Geo W. Wood Jr

(Form No. 137.)

M OF RETURN OF A MARSHAL OF A CONSULAR COURT.

Shanghai, China. Return of Suits for the quarter ending December 31st, 1898:

LAINTIFF.	NAME AND NATIONALITY OF DEFENDANT.	NATURE OF SUIT.	JUDGMENT.	AMOUNT OF FINES IMPOSED.	AMOUNT OF FEES CHARGED AND RECEIVED.	DISPOSITION OF FINES AND FEES.	APPEAL.
	Civil Cases.						
rrigan	Geo A. Woods. American	Contract	Confessed by Plaintiff		$5.50	Court-Gul 2. Marshal 3.50	
	Criminal Docket.						
	American. John Green	Violating Municipal ordinance	Reprimanded by Court		4.50	Marshal 4.50	
	Moritz Blom	House breaking & Assault	Reprimanded and Fined	$5	4.50	Marshal 4.50	
	William Young	Theft.	Young left Shanghai.				
	Willis King and K. Kaniohi Seamen on ship "W. H. Connor"	Desertion	Defendants not found.				
	Moritz Blom.	Assault & Battery	Fined and sentenced to 30 days in jail	$20	7.50	Con Gen $20. Marshal 7.50	
	Geo W. Wood Jr	Obtaining money fraudulently	~~Fined and~~ Sentenced to 75 days in Jail	—	—	—	

Geo H Eschelbergen
Marshal of the U.S. Consular Court,
Shanghai, China.

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

SHANGHAI, CHINA November 5, 1898.

I, John Goodnow CONSUL GENERAL OF THE UNITED STATES AT SHANGHAI, do hereby certify that on this 5th day of November A.D. 1898, at Trinity Cathedral in SHANGHAI Albert Whitney Danforth aged 45 years, born in Boston Massachusetts and now residing in Shanghai and London Fayette Haeker aged 21 years born in Cairo, Illinois and now residing in Shanghai were united in marriage before me, and in my presence, by Rev. S.C. Partridge who is authorized by the laws of Connecticut to perform such a ceremony.

In witness whereof I have hereunto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI *this* 5th *day of* November, *A.D.* 1898, *and of the* INDEPENDENCE OF THE UNITED STATES *the* 123rd

John Goodnow

U. S. Consul General.

CONSULAR BUREAU. NOTED.

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

SHANGHAI, CHINA October 17 1898

I, John Goodnow CONSUL GENERAL OF THE UNITED STATES AT SHANGHAI do hereby certify that on this 17th day of October A.D. 1898, at the U.S. Consulate General in SHANGHAI John Wardlaw Paxton aged 32 years, born in Danville, Virginia U.S.A., and now residing in Soochow China and Una Edith Hall aged 24 years born in Saginaw Michigan and now residing in Hangchow China were united in marriage before me, and in my presence, by Rev W N Crozier who is authorized by the laws of Illinois to perform such a ceremony.

In witness whereof I have hereunto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI *this* 17th *day of* October, *A.D. 18*98, *and of the* INDEPENDENCE OF THE UNITED STATES *the* 123d

W. N. Crozier

John Goodnow

U. S. Consul General.

Shanghai

CONSULAR BUREAU.

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

SHANGHAI, CHINA October 11th 1898

I, John Goodnow CONSUL GENERAL OF THE UNITED STATES AT SHANGHAI, *do hereby certify that on this* 11th *day of* October *A.D.* 1898, *at* The Astor House *in* SHANGHAI Oliver Charles Clifford, *aged* 28 *years, born in* Wadsworth, Ohio, U.S.A., *and now residing in* Tientsin China *and* Jennie Roberta Coltman *aged* 21 *years born in* Coltman Place, Virginia *and now residing in* Tientsin *were united in marriage before me, and in my presence, by* Rev. Rev. F. Fitch *who is authorized by the laws of* Ohio *to perform such a ceremony.*

In witness whereof I have hereunto subscribed my name and affixed the seal of the CONSULATE GENERAL AT SHANGHAI *this* 11th *day of* October, *A.D.* 1898, *and of the* INDEPENDENCE OF THE UNITED STATES *the* 123d

CONSULAR BUREAU. NOTED.

John Goodnow

U. S. Consul General.

Shanghai

Cons Bureau

No. 148

Consulate-General of the United States

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U.S. Con. Gen. Shanghai.
JAN 7 1899
SHANGHAI, CHINA.

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Rec'd Feb 13

Mr. Goodnow

To the Department of State.

110.19 Enc

Subject:

U.S. Marshal

Abstract of Contents.

Enclosing resignation H.H. Eichelberger
Recommending G.A. Derby.

No. 148

Consulate-General of the United States,

Shanghai Jan. 8th. , 1899.

Honorable D. J. Hill,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand herewith resignation of Mr. George H. Eichelberger as United States Marshall for this Consular District, taking effect on and after the 16th day of January 1899. I respectfully reccomend its acceptance. Mr. Eichelberger found that he neither saved money nor got on in the study of his chosen profession in Shanghai, and I personally approve of his reasons for returning to America.

I beg to confirm my telegram of this date.. "Eichelberger resign 16th, reccomend Derby". Mr. George A. Derby was until recently jailor in this Consulate General and is willing to resign the Secretaryship of the Masonic Club to be Marshall. He is a man of good personal habits and understands the work thoroughly. I would respectfully recommend his appointment.

I have the honor to be

Sir,

Your obedient servant,

John Goodnow

Consul General.

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, Dec 29- , 1898.

Hon John Goodnow
Consul-General U. S. A.
Shanghai, China.

Dear Sir- I beg to tender herewith my resignation as Marshal and Clerk of the U.S. Courts for the Consular Districts of Shanghai China- such resignation to take effect on and after the 16th day of January, 1899- I take this step from the fact that I have found the salary insufficient for my needs- that the climate is an unfavorable one for me- and the habits of life here uncongenial- in as much as the environments is unfavorable for study and for fitting myself for what I consider to be the serious business of my life.
In resigning from this office I desire to thank you for your courtesy and kind consideration towards me- during my incumbency.

I am Sir
Your obedient servant
Geo. H. Eichelberger
Marshal and Clerk
of the U. S. Courts- China

Ont Bureau

No. 50

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Consulate-General of the ~~United States~~

U.S. Consulate General
JAN 8 1890
SHANGHAI, CHINA.

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Mr. Goodnow

To the Department of State.

101 Dec 8
Enclosure to
Bureau's appln

Subject:

Interpretership

Abstract of Contents.

Enclosing Dr Bachelor's application

No. 149

Consulate-General of the United States,

Jan. 8th, 1899, 189.

Honorable D. J. Hill,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to enclose herewith application of Stephen P. Barchett for the Interpretership for this Consulate General as per my No. 131 of Oct. 26th.

I have the honor to be

Sir,

Your obedient servant,

John Goodnow

(1 enc.)

Consul General.

No. 170

Consulate-General of the United States,

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Mr. Goodnow

To the Department of State.

Ack'g Feb 14. 1899

Subject:

Extension Shanghai Settlement.

Abstract of Contents.

Events since Dec 1st and present status—

Enclosing letter American Association of China to President McKinley.

No. 150

Consulate-General of the United States,

Shanghai Jan 8, 1899.

Honorable D. J. Hill,

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith a letter from the American Association of China to H.E. the President of the United States.

In regard to the matter of Settlement Extension, I would refer you to my #132 of Oct 26th, #141 of Nov. 30th and #142 of Dec 1st. I thought we had safeguarded the rights of Americans as per my #141: but that agreement was sent to Peking to the French Minister for approval, who approved it in part but only mentioned British property. Subsequent actions in concrete cases at the French Consulate-General made me think that such agreement would not be carried out.

The French Consul General stayed in the

Descartes at Nanking until Jun 3d:
but the Vicroy constantly refused to
grant all his demands and the French
demanded, for some time, all or nothing.
Later they demanded only a small
extension: but involved in that demand
all the principle of exclusive French
jurisdiction over their present Settlement
and any additions thereto. This I
believe the American and English
Ministers protested against: and all
classes of the community here were
opposed to such concession. The
merchants opposed any exclusive jurisdiction
as tending to destroy the neutrality of
this Port as the outlet of the Yangtse Valley.
Should such extension be granted to the
French, the Germans and Japanese wanted
separate settlements. Within the region
of the proposed French extension, were two
of our largest Protestant Missions. They
objected to going out of the jurisdiction of
the United States and especially against
going into the French Settlement here which
seems to be dominated by the Catholic Orders
of priests.

No.

Consulate-General of the United States,

, 189 .

Mr.

To the Department of State.

Subject:

Abstract of Contents.

There is a proposition now from the Chinese authorities to give the entire extension needed as an International Settlement, open to all nations and under the guardianship of the entire Consular body. The present English and American settlements are now in practice under the control of the entire Consular body; and the extension, being an International Settlement would come into the present Land Regulations governing the present Anglo American Settlement. Such extension would effectually block the efforts of any separate nation to gain an individual Settlement. It would not be an alienation of Chinese territory as the land would be held by private owners under perpetual lease from the Emperor of China, as is the case in the Anglo-American Settlements. The French Consul General objects strenuously to this plan. The present French Settlement is practically governed as French Territory and they claim the same jurisdiction over property as would prevail

were the property in France. This claim has never been admitted by other countries but is often practically carried out by indirect methods.

The English, German and American Consuls General and the Municipal Authorities have been working with the Chinese authorities toward this proposed International Settlement. We believe it would build here a unified town under the patronage of all the civilized nations and thus insure an open door to the Yangtse Valley.

The Chinese, naturally, want to make the extension as small as possible and several meetings have been held of the Taotai, English, German & American Consuls General and the Chairman of the Municipal Council but without much apparent progress. Since the riots in connection with the cemetery of the Ningpo Guild, the Chinese object to any land with graves on it coming under foreign control. This is really the greatest obstacle to Settlement Extension. Fortunately the Shanghai Taotai and I are warm personal

friends and I was able to suggest to him yesterday in a private interview a method to overcome this objection & I also suggested limits to the proposed extension which were satisfactory to him & He is to meet me again tomorrow and show me his letter recommending the Viceroy at Nanking to accept my suggestions on these points and then to grant the desired and needed extension as a settlement open to all nations and under the Land Regulations of the present English and American Settlements. I have not told this to any one fearing that if it came to the knowledge of others, some method might be found of defeating it -

In this matter I have kept Mr Conger thoroughly informed both by letter and telegraph and am happy to say that so far he has approved everything & I hope for your approval -

I am, Sir,
Your obedient servant
John Goodnow
Consul General -

one enclosure.

In #154 - Shanghai

Shanghai, China,
Janiy. 7th 1899.

His excellency, William McKinley,
President of the United States,
Washington, D.C.

Sir :- I have the honor to confirm a cable message sent to you on the 5th inst. by order of the Committee of the American Association of China, as follows :-

"President, Washington :-
Americans, Shanghai, strongly protest against extension French settlement with exclusive jurisdiction, reported imminent.

Haskell,
Chairman."

The message was sent with the knowledge and approval of the U.S. Consul-general

general at this port and with the hope that it might aid in bringing to the attention of our Government the seriousness of the menace to American interests implied in the French demands.

It is not alone that there is American owned property in the territory which it is proposed to include and which would thus pass from the jurisdiction of our own Consulate-general to that of the French authorities, but we feel that the principle involved is one, which, if allowed to go unchallenged, is likely to afford a precedent for similar demands by other Powers at this and at other treaty-ports of China. The granting of such concessions we believe to be in violation of the "favored nation" clause in our treaty with China and sure to occasion friction between the various nationalities represented at these ports with serious injury to our commercial and other interests as a necessary result.

sult.

The American Association of China therefore trusts that your Excellency will feel disposed to make such representations to the Chinese Government as will lead to a modification of the privileges which, it is reported, the Tsungli Yamen is inclined to grant in response to French demands for an extension of their settlement at Shanghai.

I have the honor to be, Sir,
your obedient servant,

F. D. Haskell

President of the American Association of China.

Ant Bureau

File

No. 7

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Consulate-General of the United States of America,

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PRINTED IN ADVANCE SHEETS NO. 363

Mr. Goodnow

To the Department of State.

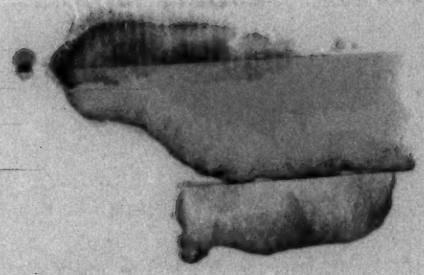
DIV. ASST. SECRETARY
FEB 10 1899

Subject:

Chinese currency.

Abstract of Contents.

Enclosing letter to J.H. Baird



No. =

Consulate-General of the United States,

Shanghai Jany 8, 1899.

Honorable D Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith letter to J H Baird, Nashville, Tenn on the actual currency conditions in China: and ask you to forward it if consistent.

I have the honor to be
Sir,
Your obedient Servant,

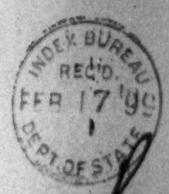
John Goodnow
Consul General, U.S.A.
Shanghai.

X See No. 186 Apl 24. 99

CONSULAR BUREAU.
NOTED.

No. 2

Consulate-General of the United States,



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Mr. Woodward

To the Department of State.

Subject:

Deaths

Abstract of Contents.

Ackd allies Gen Fuller
with 2 ads per circular
ackd rec'd. 1/99.

X Henry Taylor
X Irwin Thos Barnett

No. =

Consulate-General of the United States,

Shanghai Jan 17, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir: I beg to report the death of

I Henry Sylva, January 9th 1899 -
Born at Lubeck, Germany; naturalized
by the Court of the Fourth Judicial District
of California Nov 13 1872

II Irwin Thomas Barrett Jan 15 1899
Born Louisville Kentucky. His
brother is Hite Barret Esq. of the
Louisville Gas Co -

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

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Shanghai.

No. 151

Consulate-General of the United States,

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3rd. ASST. SECRETARY MAR 2 1899

Mr. Goodnow

To the Department of State.

Subject:

Complaint Consul Fowler regarding stamps.

Rec'd, Mch 4, 1899

Abstract of Contents.

Enclosing letter to 4th Asst PM Gen

with his endorsement thereon

Mch 4.

encs. apr. 5.

No. 151

Consulate-General of the United States,

Shanghai Jan 26, 1899.

Honorable A J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith letter to Hon J F Bristow, Asst P M Gen in reply to complaint John Fowler, U.S. Consul at Chefoo, transmitted to the Post Office Department through you. The service of the Chinese Post from Shanghai to the northern Ports is very poor during the winter season and we have many complaints of delayed and irregular mail.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

DIPLOMATIC,
MAR 6 1899
BUREAU.

No. 152

Consulate-General of the United States

U.S. Consulate General
JAN 28 1899
SHANGHAI, CHINA.

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INDEX BUREAU
REC'D.
FEB 28 '99
DEPT. OF STATE

Mr. Goodnow

3rd. ASST. SECRETARY
MAR 2 1899

To the Department of State.

Subject:

Settlement Extension in Shanghai,

Ack. Mar 6, 99.
Copy to Minto
China Mar 10/99

Abstract of Contents.

No. 152

Consulate-General of the United States,

Shanghai Jan 29, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my #150. I beg to report further that H.E. Lsai, Taotai of Shanghai and in charge of the negotiations for Settlement Extension went in person over the ground which I privately proposed to him as necessary for an International Settlement and agreed with me that he would recommend the Viceroy to grant it on the lines proposed. I then saw the Consuls General for England, Germany and Japan and they agreed that such extension would cover the present needs of the City. they further agreed ~~that~~ they would waive their claims for extension of the English Settlement and for new and separate German & Japanese settlements provided the satisfactory extension was made as an international settlement under the Land Regulations of the present

Anglo-American Settlement. Tsai then agreed to go to Nanking and recommend in person to the Viceroy the plan as proposed. He left for Nanking Friday the 27th and will return about a week from now.

On Thursday last, the Viceroy's Private Secretary for Foreign affairs, came to Shanghai incognito to investigate the Settlement Extension question without Tsai's knowledge. Through the kindness of J.C. Ferguson, President of the Nan Yang College, he was brought to my office. I gave him a map of the Extension I had proposed to Tsai and visited many of the places with him. He left for Nanking yesterday, saying that he would recommend my plan to the Viceroy. I have therefore some hope that this much vexed question is nearing a conclusion.

England, Germany, Japan and America are the four great nations trading with this Port. The French trade is inconsiderable. Their present settlement has only a few French people except officials. Its limits are almost entirely filled with Chinese and

the ground is mostly owned by English, Americans, and Germans. The consuls of other natins have left the negotiations for this settlement extension in the hands of the representatives of England, Germany and America - I am the senior and the meetings have been held here and the bulk of the work has fallen on me. This [redacted] has been added to by the fact that Tsai Taotai is a friend of mine, while there is considerable friction between him and the other two. Altogether I am glad the work appears to be nearing completion.

I would quote from my despatch #752 of Dec 30 to Minister Conger - "We oppose the extension of the French settlement & the territory asked for by the French, are some of our most important Protestant missions. These are opposed to being included in any French settlement. The French claim exclusive jurisdiction and in Shanghai their municipality is under the control of the priests. It seems to me very important to maintain this as a cosmopolitan city if we are to maintain an open door to the Yangtse valley.

152. 4

If the French and Russians succeed in Shanghai in the face of the world, still more easily will they succeed in obtaining territory further up the valley."

I beg to enclose copy of letter written by me to Tsai Taotai specifying some of the conditions which should be incorporated in the agreement giving an extension for the use of all foreigners.

I have the honor to be
Sir
Your obedient Servant
John Goodnow
Consul General.

1 enclosure

Copy. Shanghai, Jan 9th. 1899

To H. E. Tsai,

Taotai of Shanghai.

Sir:

The black line shows the limits of the present settlement; the red line the limit of the proposed extension. The Extension Agreement should specify

1. That all cemeteries should remain undisturbed as they are now.

Second. That no graves should be moved except with the consent of the family, if they are here. If they are away, then the consent of the Chinese authorities. In any case they should be moved with reverence and care.

Third. That no one owning property in the proposed extension shall be forced to sell his property to any foreigners or Chinese against his will.

Fourth. That Pootung shall not be given as a setilement to any nation, but only as ~~an~~ this extension is given; that is for the residence of all foreigners.

These points with others should be carefully covered.

I am,

Your obedient servant,

John Goodnow,

Consul General.

No. 153

Consulate-General of the United States

U.S. CONSULATE
JAN 28 1899
SHANGHAI, CHINA.

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FEB 28 '99
DEPT OF STATE

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
MAR 2 1899

Ack'd

Subject:

Customs Tabulations.
" staff.

Acknowledged Mar 3.

Abstract of Contents.

Enclosing letters to Minister Conger and to Shanghai Comr of Customs.

No. 153

Consulate-General of the United States,

Shanghai Jan 29, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I enclose copy of letter to Minister Conger enclosing letter to Commissioner of Customs at Shanghai, In these I call attention to the injustice to America in the tabulation of Customs returns and to the small number of Americans now employed in the Imp. Customs.

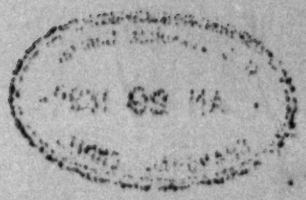
I have the honor to be

Sir

Your obedient Servant

John Goodnow

Consul General



Copy.

Shanghai, Jan 25th, 1899

Hon. E. H. Conger,

E. E. & M. P., U. S. A.

Peking, China.

Sir:

I have written to-day to the Commissioner of Customs as enclosed.

I desire to call your attention also to the fact that of the indoor staff of the Customs Great Britian has 175, United States of America 16, Russia 9, Continental Europe 90; giving us about one eighteenth of the indoor customs staff, while even according to the tabulated report, which as shown ~~above~~ hereinth is grossly incorrect, we have practically one tenth of the trade. Should the actual country of origin be shown in the trade, I have no doubt that we would have at least one seventh of the trade. As I understand it, the Customs staff is supposed to be appointed, other things being equal, in proportion, to the trade of the various countries. I know of no more lucrative and respectable employment at the present time than that of the indoor customs for our young men. I have no doubt if Sir Robert Hart's attention be called to the manifest injustice shown America in Customs employment, that he ~~would~~ will gladly correct the same.

I desire to call your attention further to the fact that in 1897 according to the service list corrected to the first of july 1898, there were appointed British eight, French two, German one, Austrian one, Italian one, Russian three, American none. In 1898 according to the same authority British twelve, French two, Norwegians one, German one Portuguese one, Dutch one, Austrian two, American none.

I have the honor to be

Sir,

Your obedient servant,

Signed John Goodnow

C.G.

(Copy)

Shanghai, Jan. 25th. 1899

L. Rocher, Esq.,

Commissioner of Customs,

Shanghai:

Dear Sir:

I desire to call your attention to the tabulations of 1897 in order that if possible some different system may obtain for tabulating the trade of 1898. On page nine of the "Returns of Trade and Trade Reports of the year 1897", the total imports from the United States of America for the year 1897 are given at taels 12,420,302. On pages ten and twelve of the same book the imports of American drills, American jeans, American sheetings and American kerosene are given amounting to taels 18,562,767. In the same book, the import of flour, which is practically all from the United States, is given as taels 1,221,526. We surely supply a porportion of the imports of

Raw Cotton	Taels	2,260,121
Machinery	"	2,716,737
Timber	"	1,324,084
Wine, Beer, Spirits	"	677,547
Sundries	"	16,062,526

I appreciate the fact that under the past system of crediting the imports to the country from which they were shipped, very much of the American imports have been credited to Hongkong and British America; and I would ask, if it is possible, that the imports be tabulated according to the country of their origin. In no other way can a fair knowledge be gained of the sources of supply and the necessities of China as shown by the trade. It is manifestly unfair that the United States of America should be credited on one page with imports of taels 12,420,302 and on succeeding pages with imports "American" of taels 18,362,307.

I would ask a reply as to whether the tabulation

can be made as I have suggested above.

Very respectfully,

John Goodnow.

Consul General.

No. 154

Consulate-General of the United States

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U.S. Consulate General,
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Mr. Gordon

To the Department of State.

3rd. ASST. SECRETARY
MAR 6 1899

Subject:

Shipment of arms to Luzon

Abstract of Contents.

Enclosing Mr Williams' No 80
" Copy my letter Nov 16 to Williams
" " Consul Gen'l Wildman's letter to me.

No. 154

Consulate-General of the United States,

Shanghai Feby 1, 1899.

Honorable Adee

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to enclose herewith H. R. Williams's No 80 from Canton. I have not written to General Otis.

I also enclose my letter Nov 16 to Consul in charge Williams. In December I told him that it was especially incumbent upon him to see that no shipment of arms to the insurgents through Canton was made successfully, as already one shipment had been made through Canton & Mr Williams assured me on the word of a gentleman that he knew nothing of Spitzel's dealings with the insurgents and that he would do all in his power to prevent such business.

I am frank to say that I do not believe Mr. Williams has anything to do with the unlawful handling of arms which seems to centre in Hongkong & I may, of course, be entirely deceived but from what I saw of Mr Williams during my visits to Canton in September and

December. I believe him to be an exceptionally clean, high toned gentleman + I hope that any charges against him will be promptly investigated + the air is full of loose barroom talk that all officials of the various nationalities in the South of China and that vicinity are engaged in illicit trade + As in this case a definite charge is made by McAllister and apparently believed by Consul General Wildman (see copy of letter to me), I sincerely hope that a prompt ~~adjustment~~ trial will be given the parties against whom the charges are made for the credit of the service in China + I have the honor to be

Sir
Your obedient servant
John Goodnow
Consul General =

Second Assistant Secretary's Room.

MEMORANDUM.

March 8. 1899.

Dear Dr. Hill:

Mr. Keller tells me that you have all the Goodnow reports, re Bedloe's performances, Chung's speculations and the rest of the scandals that seem to infest our whole Southern China Consular system.

A. A. H.

Consular Bureau.

MEMORANDUM.

March 8, 1899.

Mr. Adee:

Here are more despatches bearing on the case of Consul Bedlow. They should all be considered in connection with the Consul General's report which is now with Mr. Cridler: It appears now that Bedlow is charged with smuggling of arms and ammunition for the benefit of the insurgents. ~~That is~~ The charge is made by Mr. Wildman, who is himself under similar charges, with the added charge that he has been acting as Treasurer of the insurgent funds and has failed to account for money placed in his hands. All together the whole crowd seems to be under suspicion. Mr. Wildman has

been called upon for an explanation of the charges made against him, of course a most unsatisfactory way of proceedure. The consul at Amoy has also been acting improperly in issuing papers in the nature of passports to Chinese, to enable them to return to Manila. As well as we can figure here he seems to have made some $9000. or $10000. out of this illegal proceeding. Then we have the case of the Marshal at Hankow who is charged with smuggling opium. It seems unfortunate that these consulates which are the most important in the service are generally speaking filled by men who are not suited to their

positions. In my opinion the consuls in China should be firstly men of absolute integrity ~~and of~~ with legal knowledge and experience and good business qualifications. We have plenty of good men in Europe but few that are up to the mark in China and Japan and other remote countries where the duties are of the greatest importance.

R.S.L.

Enclosed in # 154 Shanghai

Copy

Registered

Consulate General of the U.S.A. Hong Kong 17th January 1874

Hon. John Goodnow
U.S. Consul Genl
Shanghai

Dear Sir:- I beg to confirm the following cablegram of today "Take no action letter 13th. Grimes left for Shanghai America Mann - Wildman" I was induced to telegraph this as I did not wish Williams warned as suggested, as on receiving of the letter, I am in possession of facts and letters that prove conclusively that both Bedlow and Williams are interested with the Sylvester-Spitzel crowd in the smuggling of arms into Manila for the benefit of the insurgents + As there is no way in which they can be saved from an ultimate public exposure, and probable arrest, I think it better for the present to give them all the rope they desire + the Grimes regarding whom I telegraphed you is a Portuguese Interpreter in the employ of Sylvester + Bedlow arrived yesterday from Manila by the "King Sing" and is at the Hong Kong Hotel unregistered +

+ + + + + + +

Signed Romaine Wildman
Consul General

Enclosed in # 184 Shanghai

Copy-

Confidential

H. R. Williams
U.S. Vice Consul in charge
Canton

Sir:-

I have reason to believe that the Sylvester or Whitney & Co intend sending arms & munitions to Luzon from Hongkong via Canton as they did in the Ste Abbie +

Pls report to me promptly and fully by telegraph anything of suspicious nature + I need not impress on you the necessity to prevent shipment of arms from or through your Port to Luzon -

I have the honor to be
Sir,
Your obedient Servant,
Signed - John Goodnow
Consul General, U.S.A.
Shanghai.

No. —

Consulate-General of the United States

U.S. CONSULATE-GENERAL
- JAN 30 1899 -
SHANGHAI, CHINA.

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REC'D.
MAR 6 '99
DEPT. OF STATE

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
MAR 6 1899

Subject:

Judgment in Court

Ackd by Comm
Mar 9.

Abstract of Contents.

Enclosing testimony and judgment in Thekuey vs Docter in the U.S. Consular Court -

No. =

Consulate-General of the United States,

Shanghai Jan 30, 1894.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand herewith testimony and judgment in Shelmy vs Doctor in the U.S. Consular Court, Shanghai.

I have the honor to be

Sir

Your obedient servant

John Goodnow

Consul General

U.S. Consular Court
- MAY 30 1899 -
SHANGHAI, CHINA.

United States Consular Court,

SHANGHAI.

Shanghai, 17th January, 1899.

Before JOHN GOODNOW, Esq., Consul-General, acting judicially, and C. C. BENNETT, Esq and the Rev. J. R. HYKES, Associates.

This was a claim for Tls. 2,325.00 alleged to be due to the plaintiff, Mr. G. J. Shekury from Mr. A. Docter, on share transactions.

Mr. H. Browett, of Messrs. Browett and Ellis, appeared for the plaintiff, and defendant conducted his case in person.

At the commencement of the proceedings Mr. Goodnow stated that Mr Bennett and the Rev. J. R Hykes had been chosen as associates and sworn.

The plaintiff Mr. G. J. Shekury was also sworn.

The following are the petition and answer :—

The Petition of the above named plaintiff shows :—

1.—The plaintiff is a Turkish subject and carries on the business of a General Broker at Shanghai.

2.—The defendant is a Citizen of the United States and carries on the business of a Collecting Agent at Shanghai.

3.—On the 6th day of September one thousand eight hundred and ninety eight, the defendant entered into a contract with the plaintiff to purchase twenty five shares in the International Cotton Mill, cum dividends, interest and all from that date at the rate of Tls 93.0.0 for each share, the shares to be delivered in Shanghai on the 31st December 1898 upon payment.

4.—On the 31st December, 1898, the plaintiff attended upon the premises of the Central Stores, Limited, where the defendant resides for the purpose of delivering to the defendant the said shares but the defendant could not be found.

5.—On or about the 20th of December, 1898, the plaintiff rendered to the defendant an account showing the amount defendant would have to pay when taking up the shares and defendant then said to plaintiff "I don't intend to take the shares."

The plaintiff therefore prays this honourable Court :—

1.—That the defendant may be decreed and ordered to fulfil and complete forthwith the said contract made by him with the plaintiff, or in the alternative that the defendant may be decreed and ordered to pay to the plaintiff such sum of money as Damages as this honourable Court shall award. together with interest thereon at the rate of seven per cent per annum from this date until payment.

2.—That the defendant may be ordered to pay the costs of this suit.

3.—That the plaintiff may have such further or other relief as the nature of the case may require or this honourable Court deem necessary.

The answer of the above named defendant to the petition of the above named plaintiff shows as follows :—

1.—The allegations contained in paragraph 1 are admitted.

2.—The allegations contained in paragraph 2 are admitted.

3. The defendant did on the 6th day of September 1898 enter into an agreement with a broker other than the plaintiff whereby it was agreed to by and between the said parties that the defendant was to purchase 25 imaginary shares in the International Cotton Mill from a responsible person then unknown for the sum of Tls. 93.00 for each share, a settlement to be effected on the 31st day of December, 1898.

It was further agreed to by the parties that the said shares were not to be delivered on due date as the transaction was to be purely of a gambling and speculative nature on the rise and fall of the market, and that any difference in the value of the said shares on the day of settlement was to be adjusted by the payment of the said difference of the market rate between the two periods. The defendant admits having signed a brokers sold note and in return was handed by the said broker a bought note which was signed by one G. J. Shekury as broker but did not bear the confirmation signature of the seller, but was instead signed "For the concerned" "G. J. S" To these irregular and unusual proceedings the defendant protested and immediately returned said bought note to the said Shekury marked cancelled and accompanied with a request for the name of the seller, this the said Shekury refused to give, whereupon the defendant informed him that the transaction must be considered at an end.

4.—The allegations contained in paragraph 4 are denied.

5.—The allegations contained in paragraph 5 are admitted.

The defendant therefore prays :—

1.—That judgment may be given against the plaintiff.

2.—That the defendant may recover his costs of suit.

3.—For such further or other relief as the nature of the case may require.

Mr. Browett in opening the case said: May it please your honor, and gentlemen, before I call the plaintiff I think it will be quite as well if I just mention this, that it appears to me that the only two things which I have to do is to prove the contract and to prove that the plaintiff attended at the Central Hotel for the purpose of delivering the shares on the due date. That fact I think I must prove to the Court because Mr. Docter denies that he did so, he denies the allegation contained in Par. 4 of the petition. (To Mr. Docter) Will you give me that part of the contract. Now to whom—

His Honor: Mr. Shekury, do these three documents form your contract with Mr. Docter for the sale of twenty-five International Cotton Mill shares? (Documents exhibited)

Defendant: What is this book produced supposed to state?

Mr. Browett: This book is Mr. Shekury's book of contracts.

Defendant: In which he enters notes, memos, etc., I suppose?—Yes.

His Honor: I do not see any need of putting it in.

Defendant: I think it is most essential that it should.

His Honor: Put it in then, do you want it put in Mr. Browett?

Mr. Browett: Yes, it is part of the contract.

His Honor: Do you offer it including this note in red ink?

Mr. Browett: Oh no, I do not understand anything about that.

His Honor: The plaintiff offers as exhibits this stub, which is some contract note; and this purchase contract note outside of the red ink note on it. That (to defendant) can be offered by you later as part of your case, as I take it that was not on there when the original was made so it cannot be offered as part of the original. The Court will take it as an exhibit—Stub No. 64, sale contract note; No. 64, the purchase contract note; and No. 64 without the red ink notation and date. They will form exhibits No. 1, 2 and 3.

The following were the documents in question:—

Shanghai, 6th September, 1898.

No. 64.

Seller—The Concerned.
Buyer—A. Docter, Esq.

(25) Twenty-five Shares in the International Cotton Mill. Price at Tls 93. Delivery December 1898. Payment as usual. Brokerage 1 per cent. from Seller.

Sale Contract Note.

6th September 1898.

THE CONCERNED,

DEAR SIR,—I have this day sold on your account to A. Docter, Esq., (25) Twenty-five Shares International Cotton Mill (Tls. 93) for delivery in Shanghai 31st December.

Purchase Contract Note.

6th September, 1898.

A. DOCTER, Esq.

DEAR SIR—I have this day bought on your account from the Concerned (25) Twenty-five Shares International Cotton Mill Tls. 93 for delivery in Shanghai 31st December 1898.

Mr. Browett, examining Mr. Shekury: You notice in that contract there are no numbers to the shares. Is it usual in Shanghai to number shares as to contracts?—No.

Have you ever done it?—No.

Ever heard of it being done?—No, not in Shanghai.

When you entered into that contract did you contemplate or intend any different shares?—No.

Did you attend on 31st December for the purpose of delivering these shares?—I did. I went to the Central Hotel several times but did not succeed in finding Mr. Docter. After that I came to the U.S. Consulate to see what I could do. I went in the afternoon at 3 o'clock with a chit and a chit-book to the Central Hotel and I left them there.

Defendant: I got the chit but I believe I destroyed it. It was about making some payment.

Mr. Browett: I shall put in the press-copy. I gave Mr. Docter formal notice to produce all documents.

Is this the press-copy of the letter you wrote to Mr. Docter on Dec. 31, 1898 (Produced)?—Yes.

His Honor: Have you any objection to that as a copy of the note which you actually received, Mr. Docter?—No.

His Honor: Then it will be taken as exhibit 4.

The letter was as follows:—

DEAR SIR,—I have called 4 or 5 times to-day at the Central Hotel to meet you and hand you the 25 shares International which you purchased from me on the 6th Sept. last but did not succeed, therefore I appoint either 6, 8 or 10 p.m. to-day to meet you at your residence (Central Hotel) and deliver you the shares.

Yours faithfully,

G. J. SHEKURY.

Mr. Browett: After writing that letter did you fulfill those appointments?—Yes, I was there in the Central Hotel from 5.30 p.m. to 10 at night, and never during that time left the same. I enquired for Mr. Docter several times but he did not return.

His Honor to defendant: You have admitted that you received this note?—Yes.

Mr. Browett: What is the present market value of the shares?—Tls. 80.

His Honor: What is your idea in asking this?

Mr. Browett: In order to bring evidence before the Court in assessing damages to the amount claimed.

His Honor: I think it will only be necessary to bring evidence as to their value on Dec. 31.

Mr. Browett: What was the value on that date?—Same as it is now. There has been little difference. (Newspaper share quotations handed in.)

His Honor: Is there any dispute as to this market value?

Defendant: I do not know anything about it.

His Honor: Then this list of quotations will be taken for what it is worth.

Mr. Browett: That ends my examination.

Defendant: In regard to this letter, Mr. Shekury, what time was this letter sent to the Central Hotel?—At 3 o'clock. I took it myself in a chit-book.

Did anybody see you there?—I left it with the porter. I asked him and he said you were not there.

The only proof you have, I suppose, that you brought it at 3!—Yes.

This contract. Was it made personally with you. Did I give you an order to buy 25 Internationals from you?—No, you did not. I got the order from Mr. Elias.

Mr. Browett: The very fact of Mr. Docter signing and executing the contract confirms or implies a previous contract to purchase. There it is itself signed.

His Honor: A written contract is final on all transactions up to that time. A modification or limitation on the face of any written contract can only be said to show that it has been made after the contract is made. A contract settles and thoroughly confirms everything that is done before. It blots out or rubs out everything done to the time of the written contract

Defendant: It is most important for me to show that the contract was not made personally with plaintiff here, in order to show as I understand, a matter of good faith. If he received an order from me or from my broker and did not execute it as received—

Mr. Browett: That evidence is entirely inadmissible. In his answer defendant has not brought forward any defence on the ground of fraud in any shape or form.

Defendant: I do not admit having bought anything from the plaintiff.

Mr. Browett: I draw the Court's attention to one of the important authorities on "Law of Evidence." It is *Best on Evidence*, 8 h ed. by J. M. Lely and C. F. Chamberlayn. Mr. Chamberlayn is a barrister of the Boston bar. Section 226 reads:—

It has been already stated and is indeed an obvious branch of the principle in question that "parol," or to speak more correctly "intrinsic" evidence is not *in general* receivable to contradict, vary or explain written instruments. "It would be inconvenient," says one of our old books, "that matters in writing, made by advice and on consideration, and which finally import the certain truth of the agreement of the parties, should be controlled by averment of the parties, to be proved by the uncertain testimony of slippery memory."

Defendant: I submit that cannot be given on this contract to show how it was obtained.

His Honor: Do I understand you propose to prove that your signature was obtained by some minor fraud?—I do, or a misrepresentation at last.

Mr. Browett: I should like to know exactly what you do mean.

His Honour: Will you explain what you mean that your signature was obtained by fraud?—By misrepresentation.

His Honour: What do you mean?—Well I had better bring that up by asking the plaintiff some questions. I shall attempt to prove that an order was given for these shares to my broker who in turn gave it to the plaintiff, and a responsible person was to be brought forward as the seller of them. I intend to prove that the plaintiff is not a responsible person therefore the contract is void and should not be carried out.

His Honor: A contract certainly cannot be impeached except by the production of testimony to show that the shares were not offered on 31st December. It matters not whether the one party to it is ordinarily the responsible party to that contract or not, if he did absolutely and actually under this contract deliver or attempt to deliver goods, that in itself shows good faith.

Defendant: I think I should be allowed to prove that the plaintiff was not acting for the third party.

His Honor: That does not make any difference.

Defendant: It makes a great deal of difference.

His Honor: If you care to buy at so much it does not make any difference whether the contract was made with Mr. Shekury or anybody else provided that Mr. Shekury carries out

his part of it on the date agreed to deliver the absolute and actual shares.

Defendant: Mr. Shekury, on the 6th September were you in possession of these shares?

His Honor: That does not matter. The contract was that the shares were to be delivered on December 31st and not to be paid for until delivered. It does not matter whether he was in possession before or not.

Defendant: Did you receive any guarantee money?—I did not.

Defendant: Have you the shares?—I have.

Defendant: The plaintiff I presume will be allowed to answer the next question, your honor?

His Honor: What is it?

Defendant: Who is this "For those concerned" you are acting for? I think I have a perfect right to know that. He is not acting on his own account but for a principal.

His Honor: Under a contract. This contract is practically between plaintiff and defendant. I really do not think that it cuts any figure as to whether any other person is concerned in the matter or not.

Defendant: Your honor will observe that the plaintiff does not sign this contract as "G. J. Shekury." He signs it as broker or "for the concerned."

His Honor: Mr. Shekury, you may answer it; who are represented by the words "for the concerned."

Plaintiff: Mr. Girault.

His Honor: I really do not see any object in this. The real point in this, up to the present what is before the Court is, did Mr. Shekury either for himself as broker for himself, or as broker for somebody else deliver or attempt to deliver these shares on December 31st. If he did not then it can be construed as a fictitious contract.

Defendant: Then Mr. Girault was the real seller of these shares?—Yes.

Defendant: Then in order to buy shares for me you went to the real seller?—You desired shares and I went to seek a seller. He did not want his name to be known, and I got them as a broker.

You bring this suit as a broker?—Yes, I have to. I signed for the concerned.

You say you are a broker. You have been a broker some time?—For the last eighteen months.

You have been a broker in other cities I presume?—Oh, yes.

In your experience as a broker is it usual to sign contracts in this manner—"for the concerned?"—It is usual here.

You generally do it?—Yes.

Where were you engaged in the share business before coming to Shanghai?—I have not done any share business before.

Were you not in Singapore in the share business?—

Mr. Browett: I fail to see the relevancy of this.

His Honor: I really do not see the object of this. It is not clear to the Court in the slightest degree how Mr. Shekury's past record of carrying on business affects this contract. Here is a specific matter which is the suit now before the Court, and we cannot see any way in which Mr. Shekury's business in Singapore will affect this contract.

Defendant: It will have a decided effect.

I want to show from plaintiff's own testimony that it was advisable for him to leave Singapore, since then he has been brought up in the Mixed Court on this matter or a matter similar to it.

His Honor: Here is a plain contract signed by Mr. Shekury and accepted by you. This matter of cancellation if subsequent can be gone into. I may make a contract with a coolie on the street and my responsibility would be all the same, no matter whether that coolie had been in the Mixed Court all his life. Mr. Shekury, you will understand I make no reflection on you by this, I simply use it as an extreme case. That is my look-out whether I make a contract with a responsible person.

Defendant: This contract was returned to you?

Plaintiff: Yes, on Sept. 22nd. Here is your letter dated Sept. 21st.

Defendant: This is the first letter you received?—Yes.

This was received on the 22nd?—Yes, but dated 21st.

Then I did not return this contract to you that day?—You returned it to me the day following with another letter.

What did you do when you received my letter?—I went to the American Consul to see if the contract stood good in American law. After that I returned your contract.

In buying shares forward, what is usually meant by that. Say I bought for you shares 6 months forward. What is the inferred meaning in the trade generally.

His Honor: Was there any agreement between you two gentlemen in regard to this particular contract other than shown on the face of it. Was there any other agreement under contraction put on it other than on the face of it?

Plaintiff: Not by me.

D fendant: Your honor will observe that this is the testimony I am trying to bring out. I had no dealings with Mr. Shekury. He really knows nothing about this case

His Honor: Mr. Docter if you were deceived by another person, a go-between in the matter, your recourse is to go against him. An understanding with other parties cannot bind the plaintiff.

Defendant repeated his original question.

His Honor: That would tend to quote a custom intending to vary the terms of a written contract. There is nothing plainer than that a custom cannot vary the terms of a written contract. It may explain any terms ambiguous in the wording but it cannot vary the terms of a written contract.

Defendant: Did Mr. Ellis say anything to you, Mr. Shekury, about buying shares on my account. You were very friendly with him?—Yes, as a broker.

You are not friendly with him now?

The Court ruled this out of order.

Defendant: On 12th D c. or thereabouts you called at my office and presented me with a bill for Tls. 2,325 (Bill produced) Is that your bill?—Yes.

The bill was put in and marked exhibit A, and reads as follows:—

Memo of Costs.

25 Shares in the International Cotton Mill bought by the undersigned as a Broker by order of A. Docter, Esq.

Sept. 6th, 1898—
25 Shares @ Tls. 93=Tls. 2,325.00
due 31st December 1898.

What did I say?—You did not intend to take the shares.

At the time you received this contract marked "cancelled," what was the market rate on that date?—I cannot tell you.

Was it the same, I suppose there was a vast difference?—Not a vast difference. The market was weaker.

Was there an actual difference in the price?—Yes, there was, I know that.

Mr. Browett: Now, these letters which passed between you, Mr. Shekury, and defendant, you put this letter in, I understand it, as from Mr. Docter to you, dated Sept. 21st, 1898?—Yes.

His Honor to defendant: Do you admit signing that letter?—Yes.

The date?—Yes.

You admit practically the letter?—Yes.

The letter, which is as follows, was marked Exhibit 6:—

21st September, 1898.

Dear Sir,—In referring to the sale of 25 International shares made to me and for which you have signed "for concerned" I beg to state that as usual with me in similar transactions I prefer to know the name of the party with whom I am dealing, therefore kindly inform me who the party selling in this transaction is

Yours faithfully,
A. Docter.

Mr. Browett: Mr. Docter will you kindly produce the letter written by Mr. Shekury to you.

Defendant: I have not got it. I am sorry to say I destroyed it.

The press-copy of the letter was produced, and practically admitted by defendant. It was marked Exhibit 7 and is as follows:—

Dear Sir,—In reply to your note of yesterday's date wishing to know the name of the sellers of the 25 shares International, I beg to state that I am not at liberty to disclose the name of the sellers, the terms of the contract will be carried through by the delivery of the shares to you on due date.

Yours faithfully,
G. J. Shekury.

P.S.—You could have objected to take concern at the time of purchase.

Mr. Browett then called Mr. Graham.

John William Graham said: I am a member of the Shanghai Brokers Association. The contract produced was in the usual form in which contracts were made.

His Honor: I do not care about the form or not. The contract speaks for itself. I do not want to know either whether it is customary to number shares or not.

Mr. Browett: That will do then Mr. Graham. I propose to call another witness, the hall porter at the Central Hotel. I wish to corroborate the plaintiff's evidence as to his going there and asking for Mr. Docter.

The Rev. J. R. Hykes, acted as interpreter and cautioned the witness.

Fong Tsochi said: I am hall porter at the Central Hotel. I remember the 31st of last month and plaintiff coming to the hotel on that date and asking for Mr. Docter. He first came at 10 am., then at 11 a.m., then at 3 p.m., and again at 6 p m. At 3 p.m. the plaintiff brought a letter with him, waited awhile and came again at 4 o'clock. At 3 p m. plaintiff gave me a letter for Mr. Docter. He enquired whether Mr. Docter was in and I said he was not. Plaintiff gave me the letter telling me to give it to Mr. Docter when he returned. I gave the letter to the watchman at 7 p m., and asked him to give it to Mr. Docter.

Defendant: When Mr. Shekury first called did you look in my room to find out whether I was in the hotel or not?—No, I saw you go out about 10 o'clock. I did not see you come back.

Defendant: My office is really my room in the hotel. I go in and out forty times a day. Will you ask him Mr. Hykes, if he comes here under any influence or any promise to give testimony?

Witness: No. I came here on my own accord. I was requested to come by the manager, Mr. Stewart.

Defendant: How does it happen that you remember these various times a person called on this day specially?—Because of the letter accompanying the call and from the fact that there was no signature to the chit-book.

How do you know the letter was not delivered when you were not there?—I gave the chit-book and the letter to the watchman and told him that when the gentleman in Room 21 returned he was to give it to him. Next morning the watchman gave me the chit-book and it was not signed.

Then you do not know whether I received it or not?—No.

This concluded Mr. Browett's case.

The defendant called

P. W. Irvine, who said: I am employed in the firm of Sylva & Co., sharebrokers. They do a large business as share brokers.

Defendant: Will you explain to the Court please what is meant as a rule when a man buys a share forward?

His honor: Is there such an expression in the contract?

Defendant: I will put it in another way. What do you understand by the terms "long" and "short" brokerage?—Well, in sharebroker parlance, I understand that by buying short, I buy a certain number of shares for delivery 3 months hence not particularly counting on taking them up or counting upon paying difference in case of loss or receiving difference in case of profit, and selling short would be the same thing.

On defendant's raising the question as to whether it was usual for brokers to sign for their clients, His Honor said he did not see the relevancy of this. In answer to defendant he also said that he had heard considerable testimony that morning that would not be taken into consideration by the Court.

Defendant said he had another witness, Mr. Elias, who was not present.

The Court then adjourned till 2 p.m. on the 18th.

Shanghai, 18th January.

The defendant called J. R. Elias, who was sworn, and examined by defendant.

Defendant: Do you remember at the beginning of last September I asked your opinion whether it was advisable to buy International Cotton Mill shares?

Witness: I do not remember exactly.

What do you remember?—I think we talked about these things, and I said I thought it was a good thing to do, but I cannot remember positively.

The shares were bought through you?—Yes, from other people. Not bought from me.

Who gave the order?—You gave me the order, and I said I have not got any sellers, and I asked Mr. Shekury and he had shares to sell. I told him to go to you. He made the contract and asked me as a favour just to pass the contract between you and him. I had nothing to do with him.

Did I say to you I expect to gain on this contract?—I cannot remember, I cannot swear. Perhaps you were expecting to gain on the contract.

You have done the same business for me before?—Yes.

I believe I once bought some Langkat shares from you which were sold to me by a man named Yuen Chong?—

His Honor asked the object of this evidence.

Defendant: I want to show by this witness that the shares were not actually taken up by me on the day of settlement.

Witness, continuing: You lost about seventy taels on that.

Defendant: I never saw any actual shares, did I?—No, you sold them at the same time.

I also bought fifty Indo-Chinas through you and I took up these shares?—You sold them back.

Mr. Browett: I have no questions to ask the witness.

Defendant: I think I will change my mind about making a stand on my own behalf, and I now offer myself as a witness.

Defendant was sworn and cautioned by his Honor as to his liability to cross-examination and direct re-examination. He was also told to confine himself to facts.

Defendant: I made up my mind to buy 25 International Cotton Mill shares which were then considerably lower than they had been for two or three weeks previous. I have always done my business with Mr. Elias, and I sent for him and asked him his opinion on a forward transaction, say 31st Dec. He said he thought the market would rise and I was of the same opinion. I therefore gave him an order to buy 25 shares for 31st December, fixing the

price. The market at that time stood at Tls. 90 each, and Tls. 3 represented the interest for 4 months. I had no intention of taking up these shares, and the fact is that financially I was not able to take them up.

Defendant (continuing) said: As is usual in a transaction of that kind, a man may speculate to the amount of Tls. 10,000 or Tls. 25,000 and perhaps not be in possession of Tls. 100. If his name is good he buys on credit forward, he makes or loses on his transaction without actually seeing the shares. That is my position. It appears Mr. Elias could not get the shares and he passed the order on to Mr. Shekury who in return sent through Mr. Elias a contract to me for signature and I signed it. The contract produced is the one I signed. I was in return handed a bought-note signed "For the concerned, G. J. Shekury, broker." My idea was that it was an unusual proceeding and I returned the contract the day following. Two or three days later plaintiff returned it to me. I then wrote to him the letter (Ex. 6) His answer was Ex. 7. I then informed Mr. Shekury the transaction was at an end. Nothing further was done in the matter until plaintiff called upon me and handed me the Account Sales, also Ex. *A* I told him I had no dealings with him and considered the contract cancelled and did not intend to take the shares up. Plaintiff then went away and brought this suit. Mr. Shekury in his cross-examination said at the time I repudiated this contract the market was considerably lower than on the day of the purchase. I have here the reports of Messrs. J. P. Bisset & Co., one of the leading firms of sharebrokers in Shanghai, dated 5th Dec., giving the market price at Tls. 90 (marked Ex. *B*) I have one of 19th Sept., giving cash quotation at Tls. 90 (marked Ex. *C*.) Another dated Sept. 26 with cash quotation at 90, these covering the various dates mentioned by plaintiff (marked Ex. *D*) I have here a letter from that firm as follows (Ex *E*.):—

From J. P. Bisset & Co.

to Alexander Docter, Esq.,

Shanghai, 17th January, 1899.

Dear Sir,—In reply to your inquiry we beg to state that International Cotton Manufacturing shares were sold on the 20th Sept. last at Tls. 90 for cash and there was no change on the 21st. The next reported sales being made on the 23rd at Tls. 89 for 31st Oct. and the same price for 30th Nov.

Yours faithfully,

J. P. Bisset & Co.

On a statement from Mr. Browett, His Honor said that the exhibits would show for themselves.

This concluded defendant's evidence.

The defendant then addressed the Court at some length. He argued that from the beginning to the end the transaction was simply one of gambling and he had previously done the same business without seeing any shares. The business was extensively carried on in the United States by margin, the difference here being that in Shanghai, it was done on credit. A man simply paid the difference, one way or the other. His intention from the start was not to actually receive possession of the shares and he did not think any Court in the world would enforce a contract of this nature. Nothing was paid when the contract was signed, to bind the bargain, and it remained to be seen whether those shares would have been delivered had the market gone the other way. He had previously speculated locally the same way and had never repudiated any contract, but had received or paid the difference.

Mr. Browett said: May it please your Honor and you gentlemen Associates, I do not propose to take up your time by going through the evidence in this case. I submit that I have proved the contract and that plaintiff made several attempts on the 31st December to see Mr. Docter for the purpose of delivering the shares to him. The contract is a valid one because it contains the three things requisite to its validity namely, the thing sold, which is the object of the contract, the price, and the consent of the contracting parties. So, too, an agent may make a contract good within the Statute of Frauds without disclosing his principal and the true relation may be shown by parol (Vol. II *Black* 1176) I would draw the Court's attention to the case of *Bibb v. Allen*, decided in 1893, (149 U.S. Reports), where the law regarding wagering contracts is very distinctly laid down. (Long extracts read.) The only question now is has the defendant affirmatively proved the illegality of this contract, and the only answer to that is "No." I submit that I have proved that this contract is a valid one. It cannot be held to be a wagering contract because the Plaintiff always intended to deliver the shares and the evidence proves that intention. I think I have said all which is necessary and now ask the Court to give judgment for the Plaintiff with costs.

The Court reserved judgment.

JUDGMENT.

In this case the defendant contracted in writing with the plaintiff, who signed "for the concerned" to buy 25 shares of the International Cotton Mill Co's shares and to take and pay for the same on December 31st 1898, at Tls. 93 per share. This contract was dated September 6th 1898. On December 31st the plaintiff attempted to make delivery of these shares to the defendant but was unable to find the latter at his usual place of business. Wherefore the plaintiff asks for judgment for the value of 25 shares at Tls. 93 per share and interest at 7 per cent. per annum and the costs of this action. The answer to this is twofold: First, the defendant sets up that the transaction was of a gambling nature, that the shares were "imaginary" and only the difference between Tls. 93 and the actual market value of International Cotton Mill Co's shares on December 31st 1898 at the latter date was to be accounted for. Second, that the defendant objected to Shekury signing "for the concerned" and notified Shekury that the transaction was to be considered at an end. The exhibits (put in) are of a sale of actual shares and nothing in the contract proclaims it a gambling transaction. Shekury claims it as a *bona fide* sale and the testimony goes to show that Shekury actually did attempt to deliver the certificate of stock called for on December 31st and failed to make actual delivery to defendant through no fault of his own. The verbal claim of the defendant that he considered this a gambling contract cannot stand, unsupported, against the written contract in evidence. On the evidence before the Court it must be held that the contract is a good one. Nor can the defendant, of his own motion, having once accepted the contract and signed it, repudiate it and declare that it must be considered at an end. It matters not if the price of such stock had risen or fallen at the time of such attempt to end the contract. The contract was plain for delivery on 31st December. It could not be ended by defendant alone, without any charge of fraud on 22nd September. Could it be so ended then a written contract between two parties would be useless. It appears to the Court from the evidence that the market value of such shares on 31st December, and shortly thereafter was Tls. 80 per share. Plaintiff then could have protected himself in so far had he so chosen by selling such shares and the measure of damages on account of the defendant's failure to take such shares on 31st December would be Tls. 325, being the difference between the contract and market price. It is, therefore, ordered by this Consular Court that judgment be entered in favour of J. G. Shekury for Tls. 325 and interest at the rate of 6 per cent. per annum from December 31st to date and that the said defendant shall pay the Court costs of the suit.

JOHN GOODNOW,

Consul-General U.S.A., Acting Judicially.

We concur:

C. C. BENNETT,

JOHN R. HYKES.

a correct copy of the official evidence and judgment

John Goodnow

Consul General U.S.A.

Shanghai

No. 2

Consulate-General of the United States,

INDEX BUREAU
RECD.
MAR 6 '99
DEPT OF STATE

U.S. Consulate General,
FEB 2 1899
SHANGHAI, CHINA.

, 189 .

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
MAR 6 1899

Subject: Acknowledging receipt of Marshall

Abstract of Contents.

Enclosing decision in Court of Consuls

No. ——

Consulate-General of the United States,

Shanghai Feb 2, 1894.

Honorable Dr Uhl

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith copy of evidence and judgment as written by me in the Court of Consular in Ex Chun-tzung et al vs Municipal Council.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

Enclosed in Shanghai Feb 8 1899

COURT OF CONSULS.

Before MESSRS. JOHN GOODNOW, *U. S. Consul-General*,
BYRON BRENAN, C.M.G., *British Consul-General*,
AND
DR. KNAPP, *German Consul-General*.
E. H. BURROWS, *Secretary*.

E. CHUN-TSUEN AND LUK FOOK-TSUEN *versus* MUNICIPAL COUNCIL OF SHANGHAI.

SHANGHAI, JANUARY 20TH.

The hearing of this case was commenced in the Court of Consuls sitting in the U. S. Consulate-General this morning.

Mr. T. Morgan Phillips (Messrs. Drummond and Phillips) instructed by Mr. E. J. Blake, appeared for the plaintiffs, and Mr. Chas. Dowdall, Legal Adviser to the Municipal Council, for the defendants.

Mr. Phillips—May it please this honorable Court, I appear for the plaintiffs in this suit, which involves the titles of two pieces or lots of land registered under numbers 708 and 714 in the United States Consulate General. The position of these lots will be presently indicated to the Court by means of plans which I shall put in, and no doubt by plans which Mr. Dowdall, who represents the defendants, the Municipal Council of Shanghai, will also place before the Court. I think it will in the first instance be the better course to read the correspondence on the subject, or at least so much of it as is necessary to bring before the Court the salient points which are at issue. I propose also to read the petition and answer in the case without any comment whatever in the first instance. I may here state that the petition was first made out in the name of Mr. W. V. Drummond, who is the registered owner of these two pieces of land in question, and being in possession of that land it seemed proper that he should be the petitioner in this suit. But on the 5th day of January this year, we, on behalf of the petitioner, were served with a notice of motion by the solicitor for the defendants, which reads as follows:—

Between William Venn Drummond, plaintiff, and the Municipal Council of Shanghai, defendants—"The defendants will at the next sitting of the Court move that the *cestui que trustent* referred to in the petition may be made parties to the suit as plaintiffs either in addition to or in lieu of the present plaintiff." That being so and as a matter of no moment at all to Mr. Drummond, who is simply the registered owner of the property and has no actual interest in the land, we at once consented to substitute the names of the real or beneficial owners of the land in the petition, so as to avoid any waste of time in this Court, and accordingly, I, the next day, changed the name of Mr. Drummond as registered owner to that of the present plaintiffs as the actual owners, so that now E. Chun-tsuen and Luk Fook-tsuen are set forth as the plaintiffs and the Municipal Council of Shanghai as defendants in the petition. The petition reads—

The President—Do I understand you now to substitute the names of E. Chun-tsuen and Luk Fook-tsuen for that of Mr. Drummond.

Mr. Phillips—Yes, that is so.

The President—Have they, Mr. Phillips, filed submission to the ruling of this Court?

Mr. Phillips—I do not know that they have filed regular submission, but we have already deposited a considerable sum as security, Tls. 500, in satisfaction of whatever fees this Court may enforce. My friend, Mr. Dowdall, now mentions to me that we should transfer that sum of Tls. 500 from Mr. Drummond's name to the names of the plaintiffs, which we are ready to do, and that being so, I consider the Court will be satisfied with that course.

The President said that it seemed to the Court that though the matter of the deposit had been arranged, they could not actually compel these people, the Chinese plaintiffs, to carry out the decrees of the Court, and it would be utterly powerless unless they signed a submission guaranteed by the proper Chinese authorities.

Mr. Phillips—I imagine you would have quite as much power to enforce your finding upon these Chinese petitioners as upon those of any other nationality.

The President—We require them to file submission. For instance, if Mr. Drummond is plaintiff, and the Court should order him to transfer this piece of land to the Council, he would be under the direction of the Court. But if the Court should, under any circumstances, order the Chinese plaintiffs to transfer this land to the Municipal

Council, we would be absolutely without any power whatever over them until they filed a submission countersigned by the proper Chinese authorities.

Mr. Phillips—I beg to submit that coming here as petitioners and having deposited this sum as security for costs, we have done all we can.

The President—I understand that Mr. Drummond has filed his submission to this Court, we now require the new plaintiffs to do likewise.

Mr. Burrows—I have asked the parties to file proper submission, signed by the Taotai and countersigned by the City Magistrate.

The President—Do you think that will be done?

Mr. Phillips—I cannot say that I can get the signature of the Taotai to such a document as this. I have a paper from the petitioners in which they state their readiness to defer to the findings of this Court, but I do not think now I can get the signature of the Taotai to such a document as you suggest. I understand that it has been the practice here for Chinese petitioners to attach their signatures to submissions to the Court, but I do not think such authority as is now required has ever been asked for before.

The President—Then it is about time it was.

Mr. Phillips—I submit I don't think it is necessary in this case.

The President—Has the Taotai refused this?

Mr. Phillips—That is so.

Mr. Drummond—If the Court will hear me as *amicus curiæ* here, as I do not appear professionally in this case, I may be able to assist the Court. With regard to this suggestion that the persons who are now on the record as plaintiffs should file a submission to the jurisdiction of the Court, I may say that in my experience the only court which has ever required such submission was the British Court.

The President—And the American Court.

Mr. Drummond—The British Court is under direct control of the Orders in Council and for certain purposes it was necessary and also for foreign suiters to file such submission and give security for costs before going into court. That was the practice for some years, till it was given up, and for Chinese it was also necessary to procure the signature of the Magistrate; but now it is the custom to obtain merely the signature of the Chinese plaintiffs, and the printed form used by the British Court has got a note at the bottom, showing it is to be signed only in Chinese cases. I am unaware whether that was done by direct orders or not.

Mr. Burrows (Clerk of the Court)—The note is still there, but as a matter of practice it is never filled up.

Mr. Drummond—It was only filled up for a short time and then by the Magistrate of the Mixed Court. It was done solely in the matter of costs, and it is known that the paper is absolutely valueless in any shape or form.

The President—I may ask you, Mr. Drummond, that supposing under any circumstances this Court should make an order that you transfer the land would you undertake to carry it out?

Mr. Drummond—The Court would have no power to compel me to carry out any order, and the Chinese plaintiffs are in exactly the same position with regard to any orders it might make with reference to them. What the Court should do, however, would be the same as if a plaintiff goes into the English Court and asks it to try a case; he may be ordered to make a deposit for costs, which is the one thing this Court can do. Therefore the British Court and this have followed the same practice and compelled the plaintiff to deposit security in hard cash and has it within its power the actual cash.

Mr. Brenan—The British Supreme Court takes security that a foreign plaintiff will carry out the orders of the Court—according to the Orders in Council of 1881.

Mr. Drummond—That Court has no power over a non-British subject.

Mr. Brenan—It takes security that he will carry out any order made.

Mr. Drummond—In what shape?

Mr. Brenan—In money.

Mr. Drummond—But it never has any security that he will transfer any property.

Mr. Brenan—No, but he files a definite submission to the jurisdiction of the Court.

The President—The plaintiff being foreign to the jurisdiction of the Court must submit himself as far as this particular business is concerned.

Mr. Drummond—I think if you argue this out to its logical conclusion you will find that the Court has no power to get this jurisdiction.

The President—That would be all the more reason for getting his submission to the Court and having it countersigned by the proper Chinese authorities.

Mr. Drummond—But you could not get it over a German plaintiff.

The President—The Court would get it over an American, in as much as the American Court would feel itself bound to carry out the order of this Court.

Mr. Drummond—With regard to this being the practice, it has been customary to get the plaintiff to sign his submission and not get any Chinese official to sign it at all, though it was at one time signed by an official, but only for a short period was that the case. It was then only signed by the Magis-

trate; therefore this suggestion of application to the Taotai for this signature is an entirely new departure. But in this case I sent in the document to the Taotai, asking him if he could sign it; he said he had never been asked to do so before, and that he therefore declined to do anything of the sort in this case. That is the position of affairs. But so far as I am concerned it is perfectly immaterial to me whether the petition is in my name or in that of the real or beneficial owners. Mr. Dowdall can go back to the original petition if he likes. One word more and I am done. I may say that as I am the original plaintiff and owner of both lots in dispute, I am perfectly prepared to do what the Court orders, and if it should order that the property standing in my name and registered in the U.S. Consulate should be transferred to the Council, I am perfectly ready to do it.

The President—That is satisfactory.

Mr. Dowdall—There may be some clause in the deed of trust given by Mr. Drummond to the real owners of this land, something under which he may be enjoined by his own Court not to deal with this property or title deeds except as directed by his clients.

Mr. Drummond—I have given, I may say, deeds of trust in the usual way, stating that I hold the lots in trust for my clients, that I hold them for the real owners. I cannot say at the moment what is in it, but I will get it back and see.

The President said that would be sufficient and the case could now proceed.

Mr. Phillips then read the petition and answer.

1.—The plaintiffs are Chinese subjects residing at Shanghai.

2.—The defendants are the Council for the Foreign Community of Shanghai aforesaid elected by the Ratepayers of Shanghai aforesaid, in pursuance of the powers vested in them by Land Regulations for the Foreign Settlements of Shanghai aforesaid North of the Yang-king-pang.

3.—William Venn Drummond Barrister-at-Law of Shanghai has been since the 10th day of October, 1896 and still is the registered proprietor of all those pieces or parcels of land situated within the boundaries of ground set apart for the location of Foreign Renters at Shanghai aforesaid known and registered in the books for the Registration of Land kept at the United States Consulate General at Shanghai aforesaid as Lots Number 708 and 714 the Title Deeds whereof are also numbered 708 and 714 respectively the boundaries and areas of the said pieces or parcels of land are set out and expressed upon the said Title Deeds. The said William Venn Drummond has no personal interest in the said land. The said Ee Chun Tsuen is the beneficial owner of the said lot 708 and the said Luk Fook Tsuen is the beneficial owner of the said lot 714.

4.—The defendants have wrongfully entered and trespassed upon the said pieces or parcels of land or parts thereof by placing fencing or other obstructions thereon and have expressed their intention to erect buildings on the said pieces or parcels of land.

5.—The plaintiffs have been prevented from a free use and enjoyment of the said pieces or parcels of land and have otherwise suffered damage by the acts of the defendants.

The plaintiffs therefore pray:—

1.—That the defendants may be ordered to remove the fencing or other obstructions from the said pieces or parcels of land.

2.—That the defendants their agents servants and workmen may be restrained by perpetual order and injunction from entering and trespassing upon the said pieces or parcels of land.

3.—That the defendants may be ordered to pay such damages as the Court may think fit.

4.—That the defendants may be ordered to pay the costs of this action.

5.—That the plaintiffs may have such further or other relief as the Court may think fit.

The answer was as follows:—

1.—The defendants admit paragraphs 1 and 2t

2.—As to paragraph 3 the defendants admit that entries of registration as stated in thie paragraph were written into the book for thy Registration of land referred to, but they deny that the plaintiffs were ever proprietors in ans sense, of the land in question. The defendant say that such entries were made under a mis' apprehension, and that they, the defendants are' the registered proprietors of the land in question under a prior registration.

3.—The defendants admit the statements in paragraphs 4 and 5, except as to their acts being wrongful or constituting trespass or causing damage.

4—The facts of the case are as follows:

5.—The land in question forms portions of Lot No. 767 registered at the British Consulate General. A plan is annexed to the original answer of the defendants.

6.—This lot was purchased in the year 1862 from the native owner Shen Loh-she (a woman) and others on behalf of the Shanghai Volunteer Corps and was registered in the name of the Corps as above under Title Deed No. 762, dated the 7th April 1864; and the Municipal Council having subsequently taken over the management of the Volunteer Corps the lot was on the 5th September 1872 transferred to the Municipal Council then in office of whom the defendants are successors.

7.—The said lot 767 is an oblong block of land crossing the old Rifle Range and including the site of the 800 yards firing point, which was, at the time the land was purchased, the end of the Range. It was originally intended as an assembly ground at the end of the Range, and the Range having been subsequently extended the parts of the land which lay on each side of the range were not regularly used and these are the parts of the lot which the plaintiffs claim.

8th—There are 8 boundary stones marked S.V.C. 1862 defining boundaries. These stones were presumably put down in the year 1862. At all events they have stood there, and two were clearly visible for many years before, and at the date of Mr. Drummond's Title Deeds. No boundary stones were ever put down to define the lots claimed by the plaintiffs.

9.—At the time when lot 767 was purchased from the native owners it was not customary for the native owners to give up the *fongtsu*, or native Title Deeds, and the woman Shen Loh-she retained that relating to the lot. Mr. Drummond's title deeds were granted on the strength of this *fongtsu* supplemented by a forged deed of transfer in the names of Shen Loh-she and another and fictitiously dated after Shen Loh-she's death.

10.—Mr. Drummond got his title deeds without notice to the defendants, and presumably without informing the Consular officer who issued them that the land was already registered in a foreign name, or that foreign boundary stones stood on it. In the title deeds of adjoining lots registered at the same Consulate General prior to the dates of Mr. Drummond's title deeds, the lot 767 is described as foreign-owned land.

11.—The defendants hold the Title Deed of their said lot No. 767. The Chinese Government ground rent has been regularly paid under it by the defendants and their predecessors to the present time. The defendants are in possession.

Mr. Dowdall—It seems to me worth while to consider whether possibly time might not be saved by going into two questions. The first one is whether

one title deed should have priority over another, and the other is the question with regard to the allegation of forgery, because if that is proved the case would fail.

Mr. Phillips—If the Court will allow me, I will open my case in my own way and not as Mr. Dowdall desires me to do. The facts of the case are these: On the 11th of June, 1896, Mr. Drummond having been approached by Chinese clients, the petitioners in this case wrote the following letter to Mr. Jernigan, who was then United States Consul-General in Shanghai:—

Shanghai, 11th June, 1898.

T. R. Jernigan, Esq.,
U.S. Consul-General.

DEAR SIR,—I send you herewith the Chinese papers comprising the title to two lots of land. In one case a *fongtan*, and perpetual lease from *Tei Kwang-hing* to myself, chopped by the *tiyao*. In the other case a *fongtan*, and perpetual leave from *Tei Kwang-hing* to myself, and an old Chinese conveyance. Will you please forward these to the Taotai and ask him to prepare and send foreign title deeds in my name, (a separate one for each lot.) to be registered in your Consulate, and let me have the deeds as soon as you receive them. I trust that you will endeavour to prevent any unnecessary delay in the issue of these deeds.

Yours faithfully,

(Signed) W. V. DRUMMOND.

In that way Mr. Drummond followed the usual custom and practice of lawyers in Shanghai, who appear on behalf of Chinese clients who apply for lots to be issued to them from the various Consulates in Shanghai. The *fongtans* and other papers were sent in to the Consul and eventually, I believe in about November, 1896, that is some five months after the application was made, the two title deeds to these lots, title deeds numbered 708 and 714 were received by Mr. Drummond from the United States Consul. They were handed over by him to the petitioners in this suit and were signed in the ordinary way. A receipt for these two title deeds dated 14th November, 1896, was given as follows:—

Shanghai, 14th Nov., 1896.

Received from W. V. Drummond, Esq., the title deed of the lot of land registered in his name at the United States Consulate-General at Shanghai as No. 708 and the trust deed for the same lot.

(Signed) KAI CHUEN CHU,
Witness
(Signed) LO CHENG-YEE.

The two lots numbered as I have said 708 and 714 are adjacent or contiguous to the Rifle Range now belonging to the Municipal Council of Shanghai. Lot 714 is situated north of the Rifle Range and lot 708 is situated immediately south of the Rifle Range. Lot 708 contains one *mow*, nine *fun*, four *li* and eight *haou*. Lot 714 contains two *mow*, three *fun*, six *li* and three *haou*. I hold the title deeds for these two lots in my hand and they will be presently put in as evidence to this Court. I think perhaps it will be well if I just hand in this plan to the Court. It is not a plan of the whole of the Rifle Range, but it shows the two lots and their position.

Mr Goodnow Have you any objection Mr. Dowdall?

Mr. Dowdall—I have not seen it.

Mr. Phillips—Of course I undertake to prove it later on. It shows the position of the two lots with regard to the Rifle Range. In June, 1897, that is twelve months after Mr Drummond applied for these title deeds and some seven months after he received them, a letter was sent to him from the United States Consulate by Mr. Jernigan, which is as follows:—

Consulate General of the United States,
Shanghai, China, 16th June, 1897.

SIR,—I have received your letter of the 16th inst. with reference to the land in question between you and the Municipal Council. As soon as I received the letter from the Municipal Council on the subject I immediately sent it to you for your consideration. It has been the custom heretofore for foreigners in Shanghai to elect the Consulate-General through which they would make transfers of their property and receive the evidence of their titles. I have always thought that it was not proper for any foreigner unless he was an American citizen to transact such business through this Consulate-General, but I have desired not to enforce this rule in an *ex post facto* sense. In cases, however, of controversies between nationals other than my own and in which my own are not interested I do not feel authorised to make my Consulate-General a party thereto. Whatever evidence of title there may be recorded at this Consulate those interested can examine or, if desired, procure copies of the record and I shall be very glad to further your wishes on this or any other line that will not place me in the position of taking a part in a controversy in which an American citizen is not interested.

In securing a deed from the Taotai or allowing one to be recorded here, the owner of the deed must look to the validity of his title and the legality of his boundaries as the action of the Consul-General is simply ministerial and he cannot know what is being bought or sold except from the face of the deed.

With high personal regards and readiness to do what I can,

Yours very truly,

(Signed) T. R. JERNIGAN,

W. V. DRUMMOND, Esq.,
Shanghai

Now the following letter was written on behalf of the Municipal Council to the British Consul-General, Sir Nicholas Hannen, and signed by Mr. Burkill, then Chairman of the Council, on the 14th June, 1897:—

Shanghai Municipal Council
Shanghai, 9th June 1897.

SIR,—On behalf of the Municipal Council I beg to request your assistance in vindicating the Council's title to the lot of land registered at your Consulate General in the name of the Council as Lot No. 767 under Title Deed No. 760 against claims by Mr. W. V. Drummond who has lately procured from the U. S. Consul-General the issue

to him of two Title Deeds purporting to cover the greater part of the above lot.

The land we acquired in 1862 through the British Consul for the Shanghai Volunteer Corps, afterwards registered in the name of the corps under Title Deed No. 760 dated 7th April 1863 and was on 5th September 1872 transferred to the Council in whose name it is now stands. It consists of an oblong block of land crossing the Rifle Range and including the 800 yards firing point, and was originally intended as an assembly ground at the most distant firing point, but the range having been extended to 900 yards, the parts of the lot which lay at the side of it went out of use.

Mr. Drummond has recently obtained from the U. S. Consulate-General two title deeds No. 708 and 714 for these parts which went out of use.

The enclosed plan shows the Council's lot and the portions of it which are covered by Mr. Drummond's title deeds. The light blue strip in the middle is a section of the Rifle Range the only portion of the lot which would be left to the Council if Mr Drummond's title deeds were good.

The title deed area of the lot is 6*m.* 0*f.* 9*l.* 0*k.* and the actual area of the land coloured dark and light blue on the plan is 5*m.* 6*f* 3*l* 8*k.* which considering the very rough way measurements were taken by the Chinese some years ago, may be considered fairly approximate

The Northern boundary is well defined by two boundary stones marked S. V C 1862 which are still standing at the corners and there is one similar stone near the south-east corner.

The positions of these three boundary stones are given on the plan and there is a photograph of one of the stones on the North side. Both the stones on the north side stand well out of the ground and could not fail to be visible to any one on or near the lot. The stone at the South end has been covered up with rubbish.

The whole of the lot has never been enclosed nor since its acquisition by the Volunteer Corps in 1862 has it been occupied further than it may be said to be occupied by the boundary stones and the section of the range and two firing mounds.

Part of the lot has during the last two or three years been by express permission of the Council given by the Secretary, fenced in and used as a kitchen garden to a house belonging to the late Mr. Pike.

The Council hold the Chinese and Consular title deeds and also the receipts for the Chinese Government ground rent on the whole lot which has been paid regularly to the present time.

From the above facts it will be seen that no one making any enquiries about the matter or even going on the land could be ignorant of the Council's rights to it. As to how Mr. Drummond obtained the title deeds it is to be inferred that he must have produced old *fangtans* which were not given up by the native owners on the sale to the Volunteers (as *fangtans* seldom or never were given up in those days) and concealed from the United States Consul-General the fact that the S. V. C. boundary stones were standing on the land.

The Registers of Mr Drummond's title deeds at the U.S. Consulate-General are not complete for want of Mr. Drummond's signature, as the renter of the lots.

The Municipal Council suggest that you should inform the U.S Consul-General of the above facts and the Council are prepared to substantiate all or any of them to his satisfaction and request him to cancel the registration of the two lots or declare that the registration is incomplete and is not to be completed on the ground that any such title deeds granted by his Consulate-General to a British subject would, under Land Regulation III, be irregular, and also on the ground that material circumstances were not brought to the notice of the Consulate when the deeds were applied for.

Mr. Drummond would thereby be left to apply to his own Consul under Land Regulation III for title deeds and under Land Regulation IV to have them registered.

I have the honour to be
Sir,
Your obedient servant,
(Signed) A. R. BURKILL.

On the same day, 14th June 1897, the following letter was written to Mr. Bland by Mr. Drummond, Mr. Bland being then acting Secretary of the Municipal Council:—

Shanghai, 14th June, 1897.

DEAR SIR,—I am informed that persons apparently employed by the Municipal Council have taken possession this morning of two pieces of land registered in my name as Lots 708 and 714, and are preparing to put a fence round them. I have to request that this work be discontinued immediately.

I am entirely unable to understand why the Council should attempt to interfere with these lots as I have never received any intimation that the Council claimed any rights in connection with them.

I am, dear Sir,
Your obedient servant,
Signed W. V. DRUMMOND.

J. O. P. BLAND Esq.,
Acting Secretary, Municipal Council.

The letter was acknowledged by Mr. Bland and there was some correspondence with regard to this question, correspondence which I will not read now. Possibly it will have to be read later on when I put my evidence before you, but it is desirable that I should at once read this letter to you which Mr. Drummond addressed to Mr. Jernigan on the 16th June, presumably after he received the communication from Mr. Jernigan:—

Shanghai, 16th June, 1897.

DEAR SIR,—I have to acknowledge the receipt from you on the evening of the 15th inst. of a letter and two enclosures; one being a letter from the Chairman of the Council to yourself of the 14th inst. and the other a paper containing a plan and a photograph. I had already sent a letter on the same subject to the Acting Secretary of the Municipal Council, yesterday morning, a copy of which I now enclose.

It appears to me to be extremely discourteous to say the least of it, for the Chairman of the Council to address a letter to you on this subject, and to inform you that he has taken forcible possession of the land without even communicating with me on the matter, though aware that the land is registered in my name.

I sent the Chinese title deeds (*fangtans*) for these two lots to you in the usual manner, about a year, or more ago I believe. Several months afterwards I received the usual title deeds from you in my name and in the ordinary form. I presume of course that the deputies appointed by the Taotai and yourself did their work properly, and that the title deeds you sent to me are perfectly good and valid. I have no personal interest in the matter but merely hold the properties as trustee for the owners according to the usual custom in Shanghai.

If the Council had taken the proper and straightforward course of communicating directly with me as soon as they formed an opinion that they were entitled to these lots I should have been perfectly willing to agree to any reasonable method of investigation.

I have also received a reply from the Acting Secretary of the Council, a copy of which I now enclose. This letter, besides being very discourteous, affords no sufficient justification of the Council's action, as boundary stones do not constitute title to land, and are merely pieces of evidence, which may have to be considered in conjunction with other evidence.

I have informed the owners of the land of the statements contained in the communication received from you, and in the letters from the Acting Secretary of the Council, and they state their perfect willingness to have the whole matter fully investigated by any fair and impartial tribunal. They have furnished me with information which if correct, seems to show that they have a good right and title to the land which they claim. The matter is therefore one which cannot be settled by the high-handed action of forcible seizure, and reference to a stone or stones.

The letter of the Acting Secretary is such that I must decline further correspondence with the Council on the subject, but I observe that the Council request you to be good enough to look into the matter, and I desire to express my entire concurrence in this request.

I now return, as requested, the Chairman's letter to you and the plan and photograph.

I am, dear Sir,

Yours faithfully.

(Signed) W. V. DRUMMOND.

T. R. JERNIGAN, Esq.,
Consul-General, U. S. A.

Well, I think the Court will agree that that was a perfectly proper letter to write under the circumstances. No communication was made to Mr. Drummond the registered owner of the land but when this course was taken he at once puts himself in a proper position. He writes to Mr. Jernigan, the then American Consul-General, and he says that his clients the Chinese owners are perfectly prepared to submit the whole matter to the investigation of any fair and impartial tribunal. Apparently the Council took no notice of that communication. At all events Mr. Drummond proposed to Mr. Bland, or at any rate, to some official of the Council that the matter should be submitted to arbitration. All he desired was that the whole of the facts should be disclosed, so that in a friendly way the title to this property might be decided. That course was refused by the Council so that the proposed friendly settlement came to an end. But further correspondence ensued after the matter had apparently dropped for some time following the proposal to submit the case to arbitration, correspondence which I wish to call the Court's attention to being nearly twelve months afterwards. On the 30th June, 1898, Mr. Bland wrote as following to Mr. Drummond:—

Shanghai Municipal Council,

30th June, 1898.

SIR,—I beg to refer you to your letter to the Council, dated 14th June, 1897, from the contents of which, it is gathered that you make some claim to the Council's land on Rifle Range Road, Cad. lot 767, and to inform you that, if you have any such claim and will bring a suit in substantiation thereof the Council will be prepared with evidence of its title.

I am directed to give you this notice as it is intended shortly to build upon the land in question.

I am, Sir,

Your obedient servant,

(Signed) J. O. P. BLAND,
Secretary.

W. V. DRUMMOND, Esq.

Perhaps I should have earlier on alluded to the fact that in November, 1897, after the correspondence which I read to you just now, a notice was sent in by the Council to Mr. Drummond with regard to the assessment of this property for rates, and in that document which was sent in Mr. Drummond is described as the registered owner of these two lots 708 and 714. They had before claimed some right to this property, but in November of the same year they sent in a document to Mr. Drummond asking him to fill up details for the purposes of assessment in which he is described as the owner of these lots. I return now to the correspondence of June 1898. It then became desirable that the matter should be discussed in a friendly way. Mr. Drummond again suggested that that course should be adopted, and there is one letter which I cannot read to you as Mr. Bland has marked it private, and apparently it contains some private matter, but it also contains matter relating to the case.

Mr. Dowdall—You can read it.

Mr. Phillips—I cannot read the whole of it.

Mr. Dowdall—No, but anything relating to this business.

Mr. Phillips—Very well, I will. In the course of the letter he says:—

"The Council cannot well go on with the job until your clients' claim has been disposed of, and as I wrote you officially on the 20th June, they hope you will move in the matter as early as possible so as to enable the work to be proceeded with, somehow, before the autumn. If you wish to go into the question and examination of respective titles to the property and will name a day and hour for that purpose we will do all that is possible to afford you full information on the subject. I think you said that some such amicable enquiry into the question would be according to your wishes?"

Then on the same date Mr. Drummond writes to Mr. Bland:

11th July, 1898.

SIR,—In reference to the land in dispute adjoining the Rifle Range I beg to acknowledge your letter of the 30th ult.

I have been making inquiries with regard to the title of the land in question, lots 708 and 714 U. S. Consulate, and should be glad to have a meeting with you at Mr. Mayne's office so that if possible, the matter may be settled without further proceedings. Will you be good enough to name an early date which may be suitable to you. I should say that every Monday, Thursday, and Saturday would be inconvenient to me. Awaiting the favour of your reply,

I am, Sir,

Your obedient servant,

(Signed) W. V. DRUMMOND.

J. O. P. BLAND, Esq.
Secretary.
Shanghai Municipal Council.

Then Mr. Bland writes on the 12th of July.

Shanghai Municipal Council,

12th July, 1898.

SIR,—In reply to your note of yesterday I have to inform you that it will be convenient if you will call at this office on Friday next at 3 o'clock p.m. to discuss the question of the title to the land adjoining the Rifle Range Road to which you refer.

I am, Sir,

Your obedient servant,

(Signed) J. O. P. BLAND,
Secretary.

W. V. DRUMMOND, Esq.

And on the following day Mr. Drummond replies and says:—

Shanghai, 13th July, 1898.

Land near Rifle Range, lots 708 and 714 U.S. Consulate.

SIR,—I hope to arrange for the meeting on Friday next at 3 p.m. as suggested by you

Will let you know definitely to-morrow morning.

Your obedient servant,

(Signed) W V. DRUMMOND,
Per T. M. P.

J. O. P. BLAND, Esq.,

Mr. Goodnow—As the Court understands it the Council claimed that this lot 767 registered at the British Consulate includes the entire property comprised in lots 708 and 714 and the Rifle Range between.

Mr. Phillips—That is so. Then on the 14th Mr. Drummond, wrote:—

Shanghai 14th July, 1898.

Lots 708 and 714 U. S. Consulate.

DEAR SIR,—Confirming my letter of yesterday's date, I shall be in attendance at your office to-morrow afternoon at three o'clock.

All the documentary evidence available shall be produced, you will doubtless adopt the same course.

Your obedient servant,
(Signed) W. V. DRUMMOND,
Per T. M. P.

J. O. P. BLAND, Esq.,

On that day a representative from Mr. Drummond's office, who happened to be myself, accompanied by an interpreter attended at the office of the Municipal Council to discuss this matter and investigate it in a friendly way, to see if any compromise could be arrived at, and it was arranged as indicated by these letters that the question should be thoroughly discussed. I cannot give evidence myself, but I may be allowed to state that the matter was not discussed. The representatives of the Municipal Council immediately refused to enter into any discussion of the matter at all. They offered, it is true, to produce title deeds, but that, of course, was perfectly useless. We have our title deeds and they have some deeds, but to compare them would not advance the matter one jot or tittle. They refused to discuss the whole matter and therefore the meeting was abortive. On the next day Mr. Drummond wrote:—

Shanghai, 16th July, 1898.

U.S. Consulate Lots 708 and 714

DEAR SIR,—In a letter to me dated the 6th inst. you wrote as follows:—"If you wish to go into the question and examination of respective titles to the property and will name a day and hour for that purpose we will do all that is possible to afford you full information on the subject. I think you said that some such amicable enquiry into the question would be according to your wishes." Again in a letter of the 12th inst. after naming the 15th inst. at 3 o'clock for the meeting at your office you wrote as follows:—"To discuss the question of the title to the land." Accordingly Mr. Phillips attended for me at your office yesterday at the time you named for the purpose of having the agreed discussion, and enquiry, and investigating your title and receiving such information of the strength of your case. At the same time he was furnished with documentary evidence and other information which would lead you to a like estimate of the validity of my clients' title. It is obvious that the land does not belong to both parties and it was therefore hoped that such an amicable discussion would lead one party or the other to the conclusion that it would be desirable to withdraw their claim. However, Mr. Phillips was, on his arrival in the room, met with the announcement by you that there was to be no discussion but merely a production of the title deeds on either side. This was clearly perfectly useless without investigation and discussion, and this is not my view of an amicable enquiry or discussion. The meeting which might have some good result was rendered useless with a loss of time to the several officials who were assembled in your office on the matter, and to my representative. There must consequently be a legal enquiry as to the ownership of the land in question, and a considerable liability in the way of costs will be incurred by one side or the other. A petition to the Court of Treaty Consuls will be filed.

Yours faithfully,
(Signed) W. V. DRUMMOND.

J. O. P. BLAND, Esq.

I may mention parenthetically that this appears to be a matter which does not concern the Council very much. Whatever the feelings of the ratepayers of Shanghai might be they determined to stand by the position they had taken up and to avoid this amicable discussion. I think I shall in time be able to show why at that time they were anxious to avoid discussion. Subsequently to that the matter was prepared to come before this Court.

On behalf of my clients, I hold two title deeds to this property, the actual land, signed by the Taotai and that is the best title foreigners could have to property in Shanghai or anywhere else in China. As I have already said I hold the Taotai's deed to these exact and specific lots and therefore it seems to me that in producing them and in placing them before the Court the title of the petitioners to this land is for the time being at all events an indefeasible one. I shall put them in presently in a formal way. With regard to these title deeds which are the regular documents issued from the various Consulates I shall read to you the observations of the Chief Justice of the British Court, Sir Nicholas Hannen in a case decided in 1894. Of course I place it before the Court with respect. I don't say this Court is absolutely bound by the decisions of Sir Nicholas Hannen, the British Chief Justice, but I do think as he is one who has been a judicial officer here for some time and is thoroughly acquainted with the holding of property here, a man of very great experience, that you will certainly be guided in a great measure by his judgment which I am now about to read to you. What I am now about to read is *dicta* from his judgment in the case of Major v. Jardine, Matheson & Co. on the 5th January, 1894. "I am of opinion that the Taotai's deed must be taken as conclusive evidence that the person named in the deed is the legal owner of the land to which the deed relates. All land in China is supposed to belong to the Emperor; his delegates certify that a foreigner has become the renter in perpetuity of a particular lot of land named in the deed. The foreigner has acquired it from the fountain head and unless there is fraud alleged we cannot go behind it and I am not sure that even the allegation of fraud would entitle this Court to go into the title of the Chinese owner. For the purposes of this suit it is not necessary to go into this because no fraud has been alleged or suggested. To hold otherwise would be to unsettle the title to every bit of land in the Settlement. The Taotai's deed must

be taken as conclusive evidence and we cannot go behind it." I hold these deeds and they will be placed before the Court. Now can the defendants show a better title? I think they cannot. If they can show a prior title deed to these exact pieces of land I admit it would be superior to mine. I believe they say they have a title deed which includes these two pieces, but I think I shall be able to prove incontrovertibly that the deed they hold which they say includes these two pieces does not do so at all. The defendants' case is this, and I will draw the attention of the Court for a few moments to their answer which of course I don't intend to read over again. They refer in one of their paragraphs to arbitrary dealing or forgery. We have no information about that and it does not seem to me that they have any ground for making such an allegation. Of course that may be a matter to be gone into later on although I am not quite sure that it can. Mr Dowdall acting on behalf of the Municipal Council may have some grounds on which to claim this property but he has no right to impugn our title. The Council may hold land on the Sicawei Road but because they do so, that is no reason why they should impugn the title to land in some other part of the Settlement, and until Mr. Dowdall is able to show you he has some claim to this property he is precluded from impugning my clients' title to do it. I have given you notice, Mr. Dowdall, to produce your plan lodged at the British Consulate in 1862. I have also a plan here which I hold for purposes of comparison. It is a plan of the Rifle Range which I believe was lodged by the Municipal Council in 1892. defining their bounds in 1892 which I will put before the Court. Now there are two wings which don't appear on this plan and there was no claim made to this land in 1862, as I shall show presently. It is I think a very extraordinary thing that the Council should have bought the land for the Rifle Range there being two wings to it at either end, and although I don't suggest that it is due to the ingenuity of Mr Dowdall, the Council in their answer give some sort of explanation by saying that these wings were originally intended for use as an assembly ground at the end of the range. They also state with regard to boundary stones that there are three stones marking the position of these two lots, and they say apparently that is conclusive evidence of title. Of course, it is in some measure evidence of title to property, but the best evidence is the title deed itself. If persons or owners can produce the title deeds to property the mere question of boundary stones does not affect the title at all. Boundary stones as I have said are some evidence but the conclusive evidence is the title deed itself. As to these stones they certainly now appear two at the corner of lot 714 and one at the corner of lot 708, but who placed them in that position I don't know. Apparently they were not there in 1892 for reasons I shall presently indicate to the Court. The defendants also state in Paragraph nine of their answer:—

9.—At the time when lot 767 was purchased from the native owners it was not customary for native owners to give up the *fangtans*, or native title deeds, and the woman Shen Loh-she retained that relating to the lot. Mr. Drummond's title deeds were granted on the strength of *fangtans* supplemented by forged deed of transfer in the names of Shen Loh-she and another fictitiously dated after Shen Loh-she's death.

Well, I don't know, but I submit that this is a most improbable suggestion. Nobody I have consulted seems to have heard of such a course being adopted before. If native owners did not deliver up their *fangtans* it seems to me you would have many such cases as this in Shanghai. I have not heard of one, and I am told that this is the first time the suggestion has ever been made that they do not so deliver them up. I don't know whether Mr. Dowdall will be able to prove it, but I submit that it is merely a suggestion, and improbable in the highest degree. Paragraph 10 states:—

10.—Mr. Drummond got his title deeds, without notice to the defendants, and presumably without informing the Consular officer who issued them that the land was already registered in a foreign name, or that foreign boundary stones stood on it. In the title deeds of adjoining lots registered at the same Consulate-General prior to the dates of Mr. Drummond's title deeds, the lot 767 is described as foreign-owned land.

What on earth does that mean? Why should Mr Drummond give notice to the defendants? The Chinese owners produced the *fangtans* and that enabled Mr. Drummond to get them these title deeds. Mr. Dowdall is well aware of the practice. He has a greater business of this character than any other legal practitioner in Shanghai. When Mr. Dowdall's clients come to him does he give notice to everyone of the fact? Does he go down to see every bit of land in which he is interested and to note whether there is any obstruction upon it or whether there are any boundary stones? Is Mr. Dowdall so active as to do that? Perhaps he does, but I expect he does that which everbody else does in Shanghai. He has the papers handed over to him and he sends them in to the respective Consulates and asks for a title deed and it then is the business of certain officials to go over the land and to measure it and to see if there are any obstructions. It was not Mr. Drummond's business to give notice to the Council that he was going to apply for title deeds in this matter. It may be the practice of Mr. Dowdall but I don't think it is. Now the issue which is

raised in this case is this. In Paragraph 2 the defendants say:—

2.—As to paragraph 3, the defendants admit that entries of registration as stated in this paragraph were written into the book for the Registration of Land referred to they deny that the plaintiffs were ever proprietors in any sense, of the land in question. The defendants say that such entries were made under a misapprehension and that they, the defendants, are the registered proprietors of the land in question under a prior registration.

That then is the issue which you have to determine in this case. Do these two lots numbered 708 and 714, registered in the United States Consulate, form part of lot 767 which is registered in the British Consulate? As I have already indicated to the Court I shall be able to show conclusively that they do not.

Now, Mr. Dowdall, I call for the three title deeds of the Municipal Council to the Range.

The President—The question is practically one. This lot 767 is registered in the British Consulate, and lots 708 and 714 in the United States Consulate, and what we have to decide is whether these two are part of lot 767.

Mr. Phillips—That is substantially the issue before the Court.

The President—There is no need therefore going into other matters until that is settled.

Mr. Phillips—I am about to show that these lots are not included in lot 767.

The President—The claim of the defendants is that lot 767 includes the range between these lots and the lots you maintain are yours. The question before the Court is does it cover these two lots.

Mr. Phillips—I call for the title deeds of the defendants to the Rifle Range. To the Rifle Range there are three title deeds which the Municipal Council hold. It was bought in three different lots. One lot numbered 541, including the Butts, was bought on August 7th, 1862. The area of the one part, including the Butts, is 10 *mow*, 1 *fun*, 6 *li* and 7 *haou*. Lot 759, the middle portion of the Range, was bought on April 7th, 1864, and measures 7 *mow*, 6 *fun* and 5 *li*. The most important one and the last deed numbered 760, dated April 7th, 1864, is lot 767, and the area of it is all important in this case, it is 6 *mow*, 0 *fun* and 9 *li*. I shall show you presently that the last deed extends from somewhere about 1,000 feet up the Range and is forty feet wide.

Mr. Brenan—But the Rifle Range was subsequently extended. What title deed covers the extension?

Mr. Phillips—I don't know, Sir, I am going to put in the defendants' title deeds and what I am instructed is this, that the title deed 760 covers this portion of the Range to the end, but the Municipal Council do not hold any deeds for the extension of the Range and it is certainly a mistake and misleading to contend or suggest that any extension is covered by lot 760.

The President—Have you any title deed Mr. Dowdall that covers the extension of the Rifle Range.

Mr. Dowdall—Yes, I have.

Mr. Phillips—Then all I can say is that we have applied for the title deeds to the Range and I have inspected them. Mr. Dowdall submitted to me only three, the deeds I have referred to; there was no title deed produced to me of any extension of the Range.

Mr. Dowdall—I have not and had not the slightest idea of concealing anything. I should like to see the notice that was given.

Mr. Phillips—I served you with notice to produce all documents and you only showed three with regard to this matter.

Mr. Dowdall—Well where is it? I don't remember seeing it.

Mr. Phillips—It is here and reads as follows: Take notice that you are hereby required to produce and show to the Court on the trial of this cause all books papers letters copies of letters and other documents and writings in your custody possession or power containing any entry memorandum or minute relating to the matters in question in this cause and particularly the original plan of the Rifle Range and Butts as deposited by the Municipal Council in the British Consulate and all titles documents and plans. Dated the fourth day of January, 1898. To the Municipal Council for the foreign community of Shanghai and to C. Dowdall, Esquire, their Counsel or Agent. T. Morgan Phillips Counsel for the plaintiffs.

The President—I don't think Mr. Dowdall that Mr. Phillips charges you with any bad faith.

Mr. Phillips—After that notice Mr. Dowdall came to me and produced title deeds relating to the property, but no deed showing that there was any extension of the Rifle Range. Mr. Dowdall is anxious to see my notice and he has, but he did not produce the whole of the documents in this matter.

Mr. Brenan—At the present moment you are basing your claim on that there are no more title deeds.

Mr. Phillips—Anything of the nature introduced now will affect my arguments.

The President—If anything further is brought forward we will consider your surprise and give you time to consider.

Mr. Phillips—I don't know anything of it. I have never seen it and this is the first I have heard of it. I want Mr. Dowdall to produce all the documents, and in common fairness, he

ought to have done so. This has been suppressed and I have never heard anything of it before now. Title deed 760 of lot 767 shows an area of 6 *mow* nine *li*. That is shown by measurement of the Range itself. If that lot includes the two lots in dispute the area would not be six *mow* but ten *mow* four *fun*.

Mr. Dowdall handed in the document not previously seen by Counsel for the plaintiffs.

Mr. Phillips—This deed is dated 17th of August, 1895, subsequent to this plan being deposited in the Municipal Council's office, and it is for one *mow* six *fun* four *li* and six *haou*. I cannot make much out of it, but it is not sufficient anyhow to make up an area so as to show that this lot 767 includes these two disputed lots. I again call the attention of the Court to the fact that that document is subsequent to the plan of 1892, which is deposited in the archives of the British Consulate-General. It is suggested that the boundary stones which they say have been for some years at the corner of this land show they have a title to it. I have already stated that we hold the title deeds for these specific pieces of land which must override any questions of boundary stones. I would call attention to the boundaries of lots 708 and 714 as shown in the Shanghai Land Assessment schedules. There are two schedules, one dated 1892 and 1897. I believe no schedule has been issued between these dates, and both were issued by the Municipal Council of Shanghai or at any rate with their authority. If you take cadastral lot 475 the boundary is stated in the schedule of 1892 on the north and on the south by the Rifle Range which is immaterial, but it is material that the boundary on the east is stated to be unregistered land. As the Court probably knows that is land for which no foreign title deed has been granted. If it pleases the Court I propose to refer to the boundaries as stated in the schedule of 1897 in which the boundary to the east is made lot 476 so that the Council have changed their schedules. And whereas in the schedules of 1892 the eastern boundary was marked unregistered land five years we have it as lot 476. Well, Sir, I will now turn to another lot 453 to the South In 1892 it is stated to be unregistered land and in the schedule of 1897 it is stated to be lot 476 the same thing. With regard to lot 452 in 1892, the western boundary is stated to be unregistered land and in 1897 lot 476 So what has been done is this, although they had never laid claim to this land before they now allege that our two lots form part of cadastral lot 476. Well I shall produce two plans attached to the schedules for these two years. The plan attached to the schedule of 1892 shows these two lines, but in the plan of 1897 they are taken out so as to include these two lots. Well, now, Sir, I call for the correspondence with regard to this matter and which is largely in the archives of the British Consulate-General. Letters dated 23rd March, 1892, from George Brown, Vice-Consul, to John Thorburn, Secretary of the Municipal Council, letters from Playfair, Thorburn to Brown and a letter of the 9th June, 1897 addressed to Sir Nicholas J. Hannen. I have given notice for the production of these documents.

Mr. Dowdall—Are they you say in the British Consulate?

Mr. Phillips—I saw them there.

Mr. Dowdall—Well, why do you ask me to produce them?

Mr. Phillips—I have given you notice because they form part of the title deeds.

Mr. Brenan—You can have them this afternoon Mr. Phillips.

At this stage the Court adjourned for tiffin.

On resuming after the interval,

Mr. Phillips said—I now propose to put in as evidence the Cadastral plan of the Rifle Range and surrounding lots which are incorporated in the Shanghai Land Assessment schedule of 1892, also the 1892 schedule, and the schedule for 1897 with the plans accompanying. This is the map dated 1893, which accompanied the schedule, and you will see that here are the two lots situated to the North and South of the Rifle Range lot. Here the boundary stones on the Range marking the extent of lot 476, so that you can see it runs nearly half-way up the Rifle Range, nearly right to the end. The next lot 475 runs up right to the Butts. According to that there is a little red mark upon the Rifle Range on the plan showing the limit of lot 476. I will now put in the schedule of 1897 with the accompanying map, or plan, and the Court can see therefrom that the lines which were put in the plan of 1893 were eliminated and take in these two disputed lots in 476. I now propose to give the correspondence which is in the British Consulate-General on the subject. The first letter is one dated 23rd March 1892 Land Office, H B M. Consulate-General,

Shanghai, 23rd March, 1892.

Dear Sir,—I am directed by the Consul-General to inform you that the Taotai with a view to preventing future complications and in connection with the registration of new lots 1935 and 1936 is desirous of verifying the areas of lots 548, 766, 767 which are said to form the Rifle Range, and stand in the name of the Municipal Council. If you see no objection to this proposal it would be well that an officer of the

Council should be present at the measuring of which due notice will be given to you.

(Signed) Geo. Brown, *Vice-Consul*,

To R. F. Thorburn, *Secretary*,

Shanghai Municipal Council.

On the 24th March, the next day, a letter was sent from the Municipal Council Office, Kiangse Road, to Mr. Geo. Brown as follows:—

Sir,—I have to acknowledge the receipt of your letter of the 23rd inst. and in reply I beg to say that the Council have no objection to the areas to lots 548, 766 and 767 forming the Rifle Range being verified by the Chinese authorities. And they will appoint an officer to be present at the measuring of the ground when you let me know the day on which it will take place.

(Signed) R. F. Thorburn,
Secretary.

The next letter is

Municipal Council, 23 Kiangse Road.
2nd June, 1892.

Sir.—Referring to your letter of the 23rd March I have now to inform you that the Range as measured by the Taotai's deputy on the 20th April in the presence of the Assistant Engineer and Surveyor and was defined by him as being 40 feet in width without any objection being made by the country people, several of whom were present and Municipal stones have now been placed marking the boundaries of lots 548 766 and 767 which form the range of butts. Accompanying this I beg to hand you a plan of Range as now defined, which the Council request that you will be good enough to place amongst the archives of the Land Office at H.B.M Consulate-General.

Your obedient servant,
R. F. Thorburn,
Secretary.

G. Brown, Esq.,
H.B.M. Vice-Consul.

The next is from Mr. Playfair, Vice-Consul, to Mr. Thorburn on June 2nd 1892 enclosing copy of translation of the Taotai's note on the Rifle Range. Here is the plan which accompanied this correspondence and is deposited in the archives of H.B.M. Consulate-General. I also put in the map which is the outcome of that survey of this land by the Taotai's deputy and made in the presence of the surveyor or some other officer of the Municipal Council. Upon that plan there is no reference to these two lots (708 and 714) which they now claim. The Range, I submit, was then certainly defined for all time. I do not know and do not care who represented the Council then; there was their officer there, and an officer representing the Chinese authorities. What becomes then of the boundary stones which are supposed to be there marking the property of the Municipal Council to the North and South of the Range? Were they seen by the gentleman representing the Municipal Council? What becomes of the assembly ground at each side, which, I submit, exists only in the minds of those who lately prepared this answer for the Council. We do not hear anyone ask "Where is my assembly ground?" then. That is the plan on which you would expect to see marked all the land which was bought for the Range from the Butts to the end, and that is the plan I place before you in evidence. That being so what becomes of their claim and I challenge them to produce any document or plans prior to this, showing that they ever claimed these two lots They did not claim it certainly in 1892 and I care not for any plan produced since in which they claim it. There you have the plan which defines the property of the Municipal Council without any claim being made to these two lots that they now come forward and claim. That claim is gone completely, if it was not gone before, on the production of these plans and documents. According to their own showing the area is 6 mow 7 li. If it includes these two lots it is 10 mow 4 fun 1 haou. How do they get over that? It seems to me impossible. They do not claim it according to their own schedule. Then again in 1892 one finds the land which is now in dispute is referred to in that schedule as unregistered land. It was therefore clearly not included in their property registered in that schedule, or plan. It was not until Mr. Drummond applied for the title deed that they come forward and say "Lot 767 includes the land in these two wings and though we never claimed it before we claim it now" That appears certainly to be the only conclusion from the facts of the case. There is just one other letter I have read to the Court. The letter from Mr. Burkill and it is almost incredible he could have written it. There does not appear to have been any answer to this communication by Sir Nicholas Hannen who probably thought it dealt with matters which did not concern him. It is certainly inconceivable that the first knowledge Mr. Drummond should get of that fact and of the existence of that letter was only yesterday; he may indeed have learnt of its existence on Saturday, but not before. I ask the Court to say is that decent or proper or manly of the Municipal Council to go writing letters behind Mr. Drummond's back, covertly making, sinister imputations against him and alleging that he has witheld material facts about this land when applying for title deeds to the U.S. Consulate. I say such conduct as that

is at once both unbusinesslike and mean. Why did they not go to Mr. Drummond straightforwardly and say "There is some dispute about that land you have applied for title deeds for, let us examine into it together in an amicable way first and see if we cannot settle it in a friendly way. No, they did not go to him and say this and try to settle it in a friendly way, but they go behind his back and write this letter, and I wish the Court to draw a contrast between this manner of doing business and Mr. Drummond's conduct throughout the whole of this matter. As soon as any question arose about the land he wrote at once to the U.S. Consul-General and said "My clients are the proprietors of this strip of land which the Council claim and I offer to submit the whole question to any fair and impartial tribunal for arbitration rather than have any dispute." At once he also approached the Secretary of the Municipal Council and said to him" Let us go into the question amicably and have a friendly discussion and investigation of the whole facts referring to this dispute." That I submit was the proper way to deal with the question, a fair and honest request to make to the Council, but it was not granted. As soon as ever the facts were brought to his knowledge he asked the Council to have the whole matter investigated. There was on his part no writing behind backs, as the Municipal Council thought proper to do, but a request for a fair and friendly investigation of the whole matter. That was unfortunately for the Ratepayers of Shanghai not granted, but the Council rather preferred to proceed to litigation so that the money of the Ratepayers should be thrown away and wasted in very costly proceedings. It is incomprehensible to me that they should have declined this suggested amicable discussion and investigation sometime ago into the merits of the case, and so save the Ratepayers' money, and on that point there are two general observations which I shall make. This Council are the representative body of the Ratepayers of Shanghai. They are acting, they say, here in the interests of the public, but I know, that in your hands or in the hands of any competent tribunal in Shanghai, the rights of any private person will not be allowed to suffer even for the public interest. I care not whatever his nationality may be, British, American, German or even Chinese, he will have justice done to him at your hands, as I am sure my client will have justice at the hands of this tribunal. How is it, I ask, that the Council after investigating these facts in 1892, when they were claiming and measuring their property on the Rifle Range, did not claim the land now in dispute? Not having done so then it seems to me, and I ask the Court to conclude, that they cannot now possibly substantiate that claim. It seems to me, if my premises are correct, that the conduct of the Municipal Council is undignified, arbitrary and disreputable. Another word occurs to me, but I will not utter it; I will rather leave it to the honest public of Shanghai to fill up the blank. I have now shown by documents that come from the custody of the defendants themselves that they had no claim to it in 1892 and '94, but in '97 they say, when Mr. Drummond applies for the title deeds 'This is our land here, we must grab a bit more if we can." But if I show that this land was not included or claimed by the Council in 1892, it seems to me their claim must utterly fail and the judgment of the Court will be in favour of the petitioners.

The President—Will you say, Mr. Drummond, what is the practice with regard to registration of land in Shanghai, both with regard to foreigners and natives.

Mr. Drummond---I can only state what my own practice has been which is, I presume, what you are asking me for. During the whole time I have practised here I have been in the habit of acting for clients with regard to the transfer of land. There are two classes of title deeds here which come into the hands of foreigners for transfers of land. One is the ordinary Consular title deed and the other is for native title deeds, *fo gtans* or bills of sale. Again there are two ways in which I have held and hold land still. One is with regard to land I hold myself and the other as trustee for other persons, of which during these years I have held a very large number of pieces of land. With regard to natives, when anyone comes to my office and asks me to have land transfered into my name, they bring Consular title deeds or native *fongtans*. I enclose these in a letter to whatever Consulate my client prefers, and I ask the Consul to have this land transferred to my name in the usual way and that Consular title deeds be issued to me in the ordinary manner. I have never in all those years ever thought of going to see the land myself or to make any enquiries with regard to it. It was not my duty.

The President---Mr. Drummond, why did you as a British subject come to the U.S. Consulate for a title deed?

Mr Drummond---Because the parties coming to me wanted it registered in the U.S. Consulate. This has occurred as my experience on more than one occasion that persons wanted to register land in other Consulates than their own, for what reasons I do not know and never enquired. If the Consul applied to for the title deed accepts it, it is a matter of perfect indifference to me what the Consulate is and if the parties wish I take it into any Consulate they name. I rather think that at the present

moment I have one or more lots of land registered in my name for other people in this Consulate.

Mr. Phillips—Did you give notice to the defendants of your application?

Mr. Drummond—Ofcourse not. How could I know anything about the defendants? I knew nothing about them in this matter till long after.

Mr. Phillips—Possibly you may have known that these two lots did not appear as registered in any Consulate on the defendants' Cadastral plan.

Mr. Drummond—I knew nothing about that.

Mr. Phillips—On June 11th 1896 did you send a letter to Mr. Jernigan applying for title deeds in respect of these two lots?

Mr. Drummond—I believe I did.

Mr. Phillips—Is that a copy of the letter you sent?

Mr. Drummond—I have no doubt it is.

Mr. Phillips—Did you sometime in November of the same year receive two title deeds?

Mr. Drummond—I have the receipts in the office and they will probably show the date. I have no doubt they are dated the day the title deeds were handed over.

Mr. Phillips—Did you on the 14th June, 1897, receive from the U.S. Consulate-General a letter enclosing one from Mr. Burkill, the Chairman of the Council, to him?

Mr. Drummond—Yes, I received the copy of a letter from Mr. Jernigan containing a letter from Mr. Burkill; but that is a long story.

Mr. Phillips—Are those the two title deeds?—Yes, they are for 708 and 714.

Mr. Phillips—Did you on the same 14th June, 1897, write to Mr. Bland, Secretary of the Municipal Council, complaining that the plaintiffs were placing obstructions on these two lots?

Mr. Drummond—Yes, that is the letter I complained in I never received any information of the alleged rights of the Council to that land.

Mr. Phillips—Did you have any answer from Mr. Bland dated June 15th?—Yes

Mr. Phillips—Did you on the 16th June, 1897, write to Mr. Jernigan a long letter in which you stated that you were quite ready to submit the matter in dispute to any impartial tribunal? —Yes.

Mr. Phillips—Did you on the same day have a reply from Mr. Jernigan?—Yes.

Mr. Phillips—After that did you suggest that this matter should be referred to arbitration?

Mr. Drummond—I suggested that in order to get it settled, a fair way would be to submit it to one or two foreigners. That was made to Mr. Bland and sometime afterwards I received a reply from him to the effect that they could not accept it on the ground that if they lost on the arbitration they would be blamed by the Ratepayers. I said that there might be something in what he said and I consequently made no further reference to that suggestion.

Mr. Phillips—You received from Mr. Bland some communication with regard to the land assessment of these two lots of land?

Mr. Drummond—Yes, I did; the date is November 8th, 1897.

Mr. Phillips—You were in that letter referred to as the owner of 708 and 714.

LAND ASSESSMENT.

Council Room, Nov. 8th, 1897.

Sir,—I have to request you to be good enough to supply the information called for in the attached form and to return the same to the Municipal Offices at your earliest convenience.

I am, Sir,

Your obedient servant,

J. O. P. Bland,
Acting Secretary.

To

W. V. Drummond, Esq.

Mr. Drummond continuing his evidence said:—

I filled in the document which was for purposes of taxation as the registered owner, at Tls. 1,700 a *mow* and sent it back to the Council in compliance with their request.

Mr. Phillips—On the 30th of June 1898 did you receive a letter from Mr. Bland, Secretary to the Council, in which he refers to their claims in respect of these lots and intimating that they intended to build upon them?—Yes.

Mr. Phillips—And on the 5th of July did you write to Mr. Goodnow asking for the attendance of one of his officials?—Yes, that was written with a view to having the matter discussed in a friendly way.

Mr. Phillips—On the sixth of July did you receive this letter from Mr Bland, which is headed "private"?—Yes.

Mr. Phillips—I have read the greater part of that letter so that it is not necessary for me to read it again It has reference to the proposed discussion and examination of the respective titles, and did you on the same day write to Mr. Bland and acknowledge the receipt of it?—Yes.

Mr. Phillips—On the 11th of July did you write to Mr. Bland arranging for the meeting and naming a day when the matter was to be discussed?—Yes.

Mr Phillips—And on the 12th did you receive a letter from Mr. Bland which named three o'clock on Friday as the day for the proposed meeting?—Yes.

The President: Mr. Phillips of course this is all what I might term interesting, but I hardly see how it bears on the case.

Mr. Phillips: There are one or two points which make it necessary for my case to have this correspondence produced.

The President: I don't see how it bears on the case in the slightest degree.

Mr. Phillips: It shows we were anxious to have the matter investigated.

The President: We will take that for granted.

Mr. Phillips: Certain allegations have been made against Mr. Drummond by the Municipal Council which they set forth in a letter to Sir Nicholas Hannen and it is essential for me to show that these allegations are false.

The President—The allegations don't carry any more weight than this correspondence.

Mr. Phillips—Allegations have been made and are now made public.

The President—All I want to do is to save the time of the Court.

Mr. Phillips—And on the 13th of July did you write arranging to meet on the Friday?—

Mr. Phillips—And did you have a letter the same day from Mr. Bland suggesting that all the documents should be read?—Yes.

Mr. Phillips—Well, you were represented there by me and I believe you heard that no discussion took place?—Yes.

Mr. Phillips—Did you on the 27th October, 1898, receive a letter from the Council in which they threatened proceedings?—Yes.

Mr. Phillips—I ought to have asked you this question before. On the 9th of June, 1897, Mr. Burkill, then Chairman of the Municipal Council, addressed a letter to Sir Nicholas Hannen, then H.B.M.'s Consul-General. Did you have a reply?—No. This is the first time I have ever seen it and I only heard of its existence yesterday. I never knew of it and I think I am entitled to say that in my opinion any such letter as that contains distinct imputations against me.

The President—Don't take any notice of it.

Mr. Drummond—They had no right to write such a letter concerning me and to have such a letter written is distinctly unpleasant.

Mr. Phillips: In paragraph 10 of the defendants' answer you are held in error for not reporting the matter to the Council?—I got my title deeds in the ordinary way.

Mr. Phillips: Then, also in the answer it is alleged that in 1862 when the purchase was made by the Council it was not the custom to hand over the native *fongtans*. What is your knowledge as to that?

The President: Stay. Mr. Drummond were you here in 1862?

Mr. Drummond: No.

The President: Then you cannot answer that. You must only answer from your own knowledge.

Mr. Drummond: I can only say that I never heard of it.

Mr. Phillips: Have you ever heard of it during your practice in Shanghai?—I have not.

Mr. Brenan; As a matter of fact *fongtans* must be produced when the land is sold.

Mr. Drummond: You may only get a little corner of one but there must always be some sort of document. I passed through your land office an application for land outside the Settlement a week ago in which two of the *fongtans* were lost and they have taken exactly a year to get two *fongtans*.

Mr. Dowdall—That shows *fongtans* are required?

Mr. Drummond: I don't think land can be acquired without them.

Mr. Phillips: Now Mr. Drummond has it been your wish all through that there should be a thorough investigation made in this matter, either by way of arbitration or by some friendly arrangement?—Yes, I said at the commencement let the whole thing be investigated and settled on its merits.

Cross-examined:

Mr. Dowdall: You don't know whether the boundary stones were taken down when the land was transferred?—No.

Mr. Dowdall: Can you tell me whether the present plaintiffs were the owners of the land when this matter came into your hands. It would be convenient if you could let me know. They are not named in the title?—I cannot say.

Mr. Dowdall: The notice sent to you by the Municipal Council for particulars of the lots for purpose of assessment does not show that the Municipal Council knew where the land was?—You had better get the document and look at it.

Mr. Dowdall: The word Hongkew is written on it in pencil? The reply they sent me I don't think contained the word Hongkew, but I supposed they knew very well where the land was situated

Mr. Gilbert Davis was then sworn.

Mr. Phillips: You are an architect and surveyor?—Yes.

Mr. Phillips: Practising in Shanghai?—Yes.

Mr. Phillips: How long have you practised here?—Over two years, but I might say I was in a Surveyor's Office for some years before that.

Mr. Phillips: Were you in the Municipal Council's office as surveyor for some time?—Not as a surveyor, I was in the Works Department.

Mr. Phillips---How long were you there?---Nearly seven years

Mr. Phillips---Did you prepare that plan?---Yes

Mr. Phillips---Is it an accurate plan of that part of the Rifle Range?---It is taken from the city plan.

Mr. Phillips---Will you refer to the schedule 890, and 1892, to Cadastral lot 476; what is the eastern boundary given to that lot in that Schedule?---Unregistered land

Mr. Phillips---Will you turn to same lot in the schedule for 1897 and tell us what the eastern boundary is?

The President---It is useless going on in this way. The schedules now form part of the exhibits and the court is able to see it.

Mr. Phillips---Did you prepare the plan accompanying these two schedules?---Yes.

Mr. Phillips---Was any schedule published between these two?---I don't think so.

Mr. Phillips---What is the area according to the city plan of this lot 476?---Six *mow* nine *li*.

Mr. Phillips---That corresponds to the area mentioned in their title deeds?---Yes.

Mr. Phillips---And what is the area of the two lots?---Nine *mow* three *fun*.

The President: How do you get these figures?---From the city plan.

Mr. Phillips: You made a survey of the two lots 708 and 714, and what is the area of these two lots?---Lot 714 two *mow*, three *fun*, six *li* and three *haou*, and lot 708 one *mow* nine *fun*, four *li* and eight *haou*.

The President: When did you make these figures?---Three years ago

Mr. Phillips: What is the area of the Rifle Range between these two lots?---Six *mow* seven *fun* two *li* and seven *haou*.

Mr. Phillips: Did you make the plan personally or was it made in your office?---It was made in my office from my figures. I took the area myself.

Mr. Phillips: Was a survey made of the strip of the Rifle Range?---Yes.

Mr. Phillips: Taking the area of title deeds six *mow* nine *li* how far up the Rifle Range does that go? It is now a road forty feet wide.

Mr. Phillips: How far does lot 476 extend up the Rifle Range?---1005 feet.

Mr. Phillips: From the end up towards the Butts?---Yes.

Mr. Phillips: In this plan is the boundary of lot 476 shown by that red mark?---Yes.

Mr. Phillips: And does that extend according to your survey 1005 feet?---Yes.

Mr. Phillips---Does that land up the Rifle Range correspond with this mark which indicates it on this plan?---Yes.

Mr. Brenan---We understand that Cadastral lot 476 is exactly the same mowage as in certain title deeds?---Yes.

Mr. Phillips---The area of the Cadastral lot you say is six *mow* nine *li* and is that the area of the land which the Municipal Council now claim?---Yes.

Mr. Phillips---What would be the area of lot 476 including the two disputed lots 708 and 714?---Ten *mow* four *li* one *haou*.

Mr. Dodwall---I have no questions to ask.

Mr. Phillips---That then is my case.

Mr. Dodwall---I will now state my case and as set forth in my petition it seems to me all I have now to do is simply to bring evidence before the Court that the land claimed under Mr. Drummond's title deed is contained in the title deed held by the Council. I shall now bring evidence to show that one of the links in Mr Drummond's title deed is defective on account of the bill of sale, on which the title deed was obtained, being a forgery. I will now call Mr. Hykes if you would like to ask him about the title deed which he has examined in this Consulate.

Rev. John Hykes was then called, and was about to be examined by Mr. Dowdall, when

Mr Phillips said---I am very glad to see Mr. Hykes, but I don't know who he is. I have never seen him before.

The President---Rev. John R. Hykes, Agent of the American Bible Society at Shanghai.

Mr. Dowdall (to witness)---You have got the papers of the registered land at the U.S. Consulate. Would you please give the Court an explanation of what these papers are.

Mr. Hykes---In the first place there is the deed of sale dated the 9th year of Kuang Hsu, 8th moon, day blank. The deed of sale reads: Shen Leo-shi and Shen Yuen-fang, being in pecuniary difficulties and urgently requiring money for legitimate purposes, have voluntarily, through Hsi T'ing-hsiu and others as middlemen, sold their ancestral inheritance, situated in the *pao* 15, *t'u* 1, *Tsu* character, number 109, and containing three *mow* three *li* and two *haou*, and by these presents do sell and transfer to the Fei family (Chu). It is agreed by the three parties to this transaction that the sum of 240,000 cash shall be paid on the day the deed is written and signed. The money shall be paid over on the delivery of the deed. After the transfer of the land, the buyer shall pay all taxes, and shall have full liberty to cultivate it, erect houses thereon, open drains, dig wells, plant hedges or trees without molestation. This is a voluntary agreement on both sides and may not be repudiated or repented of. In witness whereof we have executed this

deed of sale to be held by the buyer. Accompanying this deed is the larger half of a land certificate in the name of Shen Mai-chia.

Boundaries Southern plot: Chu's creek; north: road; east: Chu's field; west: passage; northern plot: south road; north: Shen's field; east: Chen's field; west: Shen's passage.

Kuang Hsu, 9th year, 8th moon—day. The sellers, Shen Leo-shi and Yuen-fang (mark) Middleman, Hsi T'ing-hsin, Fei Kin-pao, Wong Kin-sin (all signed by mark).

Deed of sale No. 1.

Shen Wang-kwan (x) Leo Wu-ch'ien (no mark) Ch'e Kwei-san (seal) written by Shen Hsie-san (x). The title deed reads:—

TITLE DEED FOR REAL ESTATE.

The Magistrate of Shanghai District, in the Prefecture of Sung Kiang, province of Kiangsu, hereby issues this Certificate to hold real estate and for the purpose of collecting the grain tax. The particulars as to the people's land having been in a state of confusion for a long time, the Board of Restoration has received instructions as to the management of such cases and the method of procedure to be followed by all owners of land, which is to be measured according to Parishes (T'us). In regard to the owner hereinafter mentioned the number under which he holds his land, and the area of the same have been duly recorded in the Land Register. In addition thereto, this certificate is given him to hold and by which to pay his grain tax. This is a necessary document.

Location:—

Pao, 25,
Ch'u 1,
T'u 1,
Character, "Yu"
Number, 109.

Owner:—

Shen Ming Chia.

Area:—

4 Mao, 3 Li, 2 Haou.

Given this day of the—moon of the 5th year of
Hsien Feng. (1855).

Endorsement No. 1.—

This part of the Document contains only 1 *mow*, 3 *fun*, 3 *li* and 2 *haou*.

Mr. Phillips—May it please the Court. I object to all this. Apparently it is only done with a view of suggesting some irregularity in respect of the way in which my client, or the beneficial owners, have become possessed of this piece of property. What right I ask has Mr. Dowdall, on behalf of the Council, to attempt to impugn our title at all until he has produced something to show he has a title to it; he has not shown a scintilla yet in respect of these two lots. I submit he must first show to the Court that he has some right to ask such question, for no person may come into Court and offhand proceed to ask questions of this sort, without showing some original right to impugn the title of my client. Before he can establish this right to ask these questions he must supply that deficiency by showing to the Court that he has some sort of title to these two lots.

The President—There has been a deed put in here numbered 760, which covers lot 767, which it is said covers this ground. I take it that Mr. Dowdall will prove that it does, but so far I cannot see how.

Mr. Phillips—It seems to me it is an entirely different branch of the matter, and before he is entitled to place this branch before the Court, he must first show his right to the land.

Mr. Dowdall to witness—Look at the *Tipao's* signature.

Mr. Hykes—Yes, that is the signature of the *Tipao*. It seems to be on a document which comes in prior to the one given to Mr. Drummond.

Mr. Dowdall—Does not appear to be the signature of Shen Leo-shi?

Mr. Hykes—It reads Shen Leo-shi and Yuen-fang. There is a x mark after both names, but there is no cross after Leo Wu-ch'ien's name.

Mr. Dowdall—Is that bill of sale properly completed and filled up?

Mr. Hykes—It looks correct. The only omission is Shen Leo-shi.

Mr. Dowdall—Look at the *fongtans*.

Mr. Hykes—It is divided into two portions, one part being for the bill of sale on 707 and 708 and the other part for lot 714.

Mr. Dowdall—Would it be too much trouble to read the *fongtans*.

Mr. Hykes—Endorsement No. 2 reads: "In the 22nd year of Kuang Hsu (1896), the land contained in the one corner of the original certificate was measured and found to contain 1 *mow*, 2 *fun*, 9 *li* and 8 *haou*, and this was leased to Mr. W. V. Drummond, a foreign merchant, by Fei Kwan-hsing, and a new title deed, No 708, was issued by the U.S. Consulate (U.S. No. 708). In buying and selling this land this certificate must be regarded as evidence (of ownership), and must accompany the deed of sale when presented for sealing and registration and the filling in of blanks (particulars) and transfer of ownership on the tax register. The certificate issued in the 48th year of Hsien Feng is not to be regarded as evidence (of ownership), it having been cancelled."

Mr. Hykes, continuing, said—The other one is the same with the exception of the following endorsement:

Endorsement 1:—This part of the document contains 1 *mow* and 7 *fun*. Endorsement 2:—In the 22nd year of Kuang Hsu (1896) the land covered by

this certificate was measured and found to contain only 1 *mow*, 5 *fun*, 7 *li*, 5 *haou* and 3 *sz.* which was leased by the owner, Fei King-san, to Mr. W. V. Drummond, a foreign merchant, and a new deed, No. 714, was issued by the U.S. Consulate for the same.

The President—As I understand it these *fongtans* are issued by the District Magistrate giving the title to the Fei family

Mr. Hykes---It is my impression that during the Rebellion the title deeds of a great deal of the property in and about Shanghai were lost and in after years people in order to get proper titles were required to bring particulars of their property to the Magistrate, who upon satisfying himself issued these *fongtans* in lieu of the original deeds which had been lost.

The President---That is they were practically title deeds issued by the Chinese Government or officials in lieu of these *fongtans* which were lost?

Mr. Hykes—Yes, that is my idea.

Mr. Dowdall---These are the characters for the *Tipao's* name and the witness's name Leo Shen-shi on both bills of sale.

Mr. Hykes---They are the characters. They speak here of these *fongtans* being issued in the 5th year of Hsien Feng (1855) to Shen Ni-jao. The bill of sale from Shen Leo-shi is dated the 9th year of the present Emperor, 1893 or 1894. I do not know which.

Mr. Dowdall---Ought not that bill of sale be endorsed on the *fongtans*?

Mr. Hykes---It is usual to have it so endorsed.

Mr. Dowdall---Is the transfer to the woman Shen Leo-she?

Mr. Hykes---It is not, which is unusual according to my experience.

In reply to further questions by Mr. Dowdall,

Mr. Hykes stated that though the names of the *Tipao* given in the two bills of sale were pronounced the same way the characters were entirely different.

Mr. Dowdall---You were occupying the place of Mr. Emens in the U.S. Consulate when these transfers were made?

Mr. Hykes---I was doing his work.

Mr. Dowdall---If it had been reported to you that there were foreign boundary stones standing on the land referred to in the *fongtans* would you have taken any steps?

Mr. Hykes---I would have reported it to the Consul-General as a matter requiring investigation. I knew nothing about any foreign boundary stones being on this land.

Mr. Phillips had no question to ask the witness.

Sung Way-chow was then called, and his evidence translated by Dr. Hykes, said:---I live in the Louza district. I am 55 years of age. I was formerly in the rice business, growing rice in some fields I had in the country and bringing it for sale in Shanghai. I was *Tipao* for about 15 years altogether, commencing in the ninth year of Kuang Hsü, fourth moon. It was in the 20th year of Kuang Hsü that I ceased to hold office as *Tipao* in the district in question.

The President: That is to say about twelve years altogether?

Witness continuing said:---Yes, but although I was not actually *Tipao* I was doing that official's duties for a period covering about 15 years, the time I was actually *Tipao* being about nine years. The first year I was *Tipao* commenced in the ninth year, second moon of Kuang Hsü and ended in the tenth year, fourth moon.

At this stage the Court rose for the day.

January 11th.

The hearing of this case was continued in the Court of Consuls sitting in the U.S. Consulate-General this morning.

On resuming some delay was caused by the absence of the *Tipao*, whose examination on the previous day had not been concluded.

In his absence the President said: What do you propose to prove, Mr. Dowdall?

Mr. Dowdall: The only extra thing he can say is that the boundary stones were there.

The President: That is immaterial. The Court considers the substance of this case is the priority of the title deeds, and the thing we have to decide is whether title deed 760 registered in the British Consulate covers the same ground as lots 708 and 714. The Court has the Taotai's deeds and it seems to me that it is very simple to confine this case to the argument or consideration of the question whether the deeds of the land you claim covers lot 767. If it does so then the question of priority will govern.

Mr. Dowdall: The only other witness I have got is Mr. Dallas and he has at the present moment gone to look for the Chinese.

The President: I don't think as yet you have put in the Consular deeds which will cover the ground.

Mr. Dowdall: Well, I will now do so.

The President: It has not been brought out to the satisfaction of the Court what ground is actually covered by these deeds. You understand this deed better than I do, but I should like some explanation as to the boundaries of the land.

Mr. Dowdall: I am going to examine the engineer who surveyed it and I hope he will satisfy you. I have no doubt all the documents are in Mr. Dallas's box. Do I understand that the whole question rests on these titles?

The President: If it can be shown that these deeds cover the same ground, then as I said before, the question of priority will govern.

The ex-*Tipao* was then recalled and further examined, his evidence as before, being translated by Mr. Hykes.

The President: To save time kindly keep the witness to the actual ground covered by these deeds.

Mr. Dowdall: We got yesterday so far as he said he was *Tipao* for many years, and now the only question is about the identity of the ground. Does he know of his own knowledge whether the Municipal Council has ground in the locality under notice?

Witness: I know of my own knowledge that these deeds belong to the Municipal Council and relate to land sold many years ago. I have heard this land spoken of as Municipal Council land at divers and sundry times and have seen the boundary stones.

The President: What land does he mean? The Rifle Range?

Witness: The piece of ground to the north end of the Rifle Range, east of the Woosung Road. That is in order to get to it you must be in the locality of Sung Ka-way. I am uncertain whether it is 108 or 109 and the name on it is Sung Ming-chow.

Mr. Dowdall: The *fongtan* produced yesterday he says he has not seen?

Witness: I remember the number now, it is 109, and the name on the *fongtan* is Sung Ming-chow.

Mr. Dowdall: Let him look at these lots and see if he can identify them with the Council's land now.

Witness: It is somewhat difficult for me as it is not the whole *fongtan*. It is only a fragment and other characters having been filled in, I find it very difficult to speak definitely or to answer your question.

The President: We understand from the Chinese deeds that the *fongtan* came from a man named Fei Kuei-hsing, who was the seller.

Mr. Dowdall: Who has paid the land tax? Has it been foreigners or Chinese?

Witness: I do not know who paid it, or whether it has been paid or not.

The President: He says he knew about some stones which had been placed there. Did he ever go on this piece of land himself?

Witness: I have seen them myself some years ago. I went to the place and saw them myself.

The President: Have you been there lately?

Witness: I was there three or four years ago.

The President: How were they marked?

Witness: I saw the boundary stones with foreign letters on them, but what the foreign letters were I don't know.

The President: How many boundary stones did he see?—I saw two near the road. There may have been others, but I did not notice especially.

The President: At the entrance to the Rifle Range on this disputed ground, is that what is meant?—The two he saw were located where the Rifle Range Road is now.

The President: They were not at the back end of the Range?—No.

Mr. Phillips: By what *Chihsien* were you made *Tipao*?—His name was Moh, but I did not have any written authority over my district.

Mr. Phillips: You had no written authority appointing you *Tipao*? Did you ever have any authority?—According to the custom of that district there has never been any authority.

Mr. Phillips: Is it only from hearsay that you heard these two lots in dispute belonged to the Municipal Council?—I only heard they belonged to the Council. That is all.

Mr. Phillips: The piece of ground to the north numbered 714 and the piece of ground to the south numbered 708, did they formerly belong to a woman named Shen?

The President: Whatever is that going to lead up to?

Mr. Phillips: I think it is important?

The President: We don't.

Mr. Phillips: With regard to *fongtan* number 109 will he show what area the Municipal Council hold under that *fongtan*? I want to know what area is covered by that part of the *fongtan*?

The President: Does the witness know whether any piece of ground has been granted to the Municipal Council under *fongtan* 109?—I do not know.

The President: We can easily get it.

Mr. Phillips: I thought it was produced?

The President: Here are two pieces of *fongtans* covering about three quarters, and there is about a quarter missing.

Mr. Brenan: Do you know in whose possession the property represented by the missing piece of *fongtan* is now?—I do not know.

Mr. Arthur Dallas, called and examined by Mr. Dowdall,

You are a civil engineer, Mr. Dallas?—Yes.

You have been in the Council's service when?—I entered the Engineers' Department of the Municipal Council in 1875 and I resigned early in 1898.

Will you state to the Court your experience in examining Chinese and Consular title deeds with regard to land?—I have had considerablee xperience in land business in Shanghai. For nearly 23 years nearly all the land business of the Municipal Council passed through my hands. In addition, I conducted the inspection of all the land in Hongkew Settlement, a work of great difficulty, and I carefully ex-

amined into all the Consular title deeds. I spent many years over the work of inspecting the Consular Registrars of title deeds of all the land in the Hongkew Settlement, prior to the date of the issuing of the official plan.

What do you say about the identity of lot 767 British Consulate and lots 708 and 714 American Consulate? What is your opinion?—The first time I inspected this was in 1876. There were then four boundary stones on this piece of ground, two at the north and two at the south end. Since 1876 I was continually at work on the Rifle Range and could give you, if you like, particulars of the times I was there. In 1876 I first went there and saw the four boundary stones and in 1886, 1887, 1888, 1892, 1893, 1894 and subsequently I was often there and have a perfect knowledge of the ground.

The President: When you first saw it who was in occupation of this piece of land?

Mr. Dallas: It was vacant, but the stones marked S.V.C. were on it, and they remained there for very many years. I am not sure, but believe, Mr. Prevost bought the piece of land on the plan, an oblong piece, and his door at the back entrance came just to the boundary stone, where there was a heap of ashes. Another boundary stone on this had disappeared. The two northern boundary stones were always there.

The President: What about these two southern boundary stones?

Mr. Dallas: One of them is still there. I unearthed it myself about 14 years ago.

Mr. Dowdall: Has any part of the Range ever been fenced it?

Mr. Dallas: Yes, Mr. Pike got permission to fence in a piece on the north from the Council; he was allowed to fence in about a third.

The President: When was that?

Mr. Dallas: About '92 to the best of my knowledge.

The President: It could not have been '95?

Mr. Dallas: No; '92 or '93, one of those two years.

Mr. Dowdall: Is that fence still standing?

Mr. Dallas: No; it was removed a few months ago, when the tenant of Mr. Pike's house moved further down the Range.

Mr. Dowdall: Did anyone want to make a road across?

Mr. Dallas: Yes, Mr. Goodfellow; but the Council would not give him permission.

The President: When was that?

Mr. Dallas: Before 1892 or about that time.

Mr. Dowdall: How does it stand now about the fence?

Mr. Dallas: The two pieces are entirely fenced in by the Municipal Council.

Mr. Brenan: In what year was the fence put up?

Mr. Dallas: I am not sure, but I think in 1897.

The President: The correspondence says it was very recently put up.

Mr. Phillips: Yes, it was in 1897.

Mr. Dowdall. What do you say about the identity of that piece of land and how do you make out the title.

Mr. Dallas: First of all this particular piece of land I have traced back originally belonged to Shen Ming-chia, and when he died it was sold by his wife to Sir Walter Medhurst, who was then British Consul in Shanghai. That was in 1862, and the bills of sale were made out in Sir Walter Medhurst's name.

The President: Those title deeds covered that entire piece of ground?

Mr. Dallas: Yes, I should say so.

Mr. Dowdall: More or less?

Mr. Dallas: More, I should say. that is the title deed of Shen's land and others.

The President: How much more? Give us an idea?

Mr. Dallas: This particular title deed takes in an oblong piece and comes up 175 feet.

Mr. Dowdall: Is there anything more you know to show the identity of land in the title deeds?

Mr. Dallas: I should further say that at various times I have, by orders of the Municipal Council, consulted all the *Tipaos* of different periods as to whether it belonged to the Municipal Council or not

Mr. Phillips: I submit that though this may be very interesting it is not evidence.

Mr. Dowdall: And does Mr. Drummond claim any of that land?

Mr. Dallas: Two Chinese claim the north and south.

The President: The title deed of Mr. Drummond is comparatively recent is it not?

Mr. Dallas: It was always acknowledged by the *Tipaos* to belong to the Municipal Council.

The President: Did anyone else ever lay claim to it to your knowledge?

Mr. Dallas: No, they never did.

Mr. Brenan: You said Mr. Pike about 1892 obtained permission to make a fence?—Yes.

Mr. Brenan—How, verbally?—Yes, from Mr. Thorburn.

Mr. Phillips: Did this gentleman hear Mr. Pike make his application about this fence?

Mr. Brenan: Has Mr. Pike any property in the neighbourhood?

Mr. Dallas: Yes, the adjoining lot, 452A belongs to the estate of the late Mr. Pike. 452 belongs, I think, to Mr. Samuel Clarke, and 475 and 453 originally belonged to an American citizen named Benson, and is now owned by Mr. A. J. How. They are all

registered in this Consulate.

Mr. Dodwall: Is there anything about the description of these boundaries in these title deeds? Yes, in one deed this particular land is referred to as belonging to Alabaster as Hon. Sec. of the Volunteers.

Mr. Dowdall: How did you find that one?

Mr. Dallas: I inspected all the land registers, title deeds, and Chinese and foreign documents in the Consulates and I could not trace that *fongtan* were ever asked for or enquired about, on sale of land to foreigners, at any foreign Consulate prior to the year 1874—at the British Consulate about that year, at this, the American, a little later. Previous to that date it was never customary to produce *fongtans* at a foreign Consulate.

Cross-examined by Mr. Phillips: When did you leave the service of the Council?—About over a year ago.

Mr. Phillips: You are now in private practice?

Mr. Dallas—Yes.

Mr. Phillips: So that you were in the service of the Municipal Council when these schedules of '90, '92 and '97 were compiled.

Mr. Dowdall objected to this line of cross-examination.

Mr. Phillips put in the schedule of 1890 and 1892.

The President to witness: Did you prepare that yourself?

Mr. Dallas: Yes, practically.

The President: And did you send it out with your approval as Assistant Engineer?

Mr Dallas: It did not require my approval. It was not final.

Mr. Phillips: And you practically prepared it?

Mr. Dallas: Yes.

Mr. Phillips: You have just said something about the care with which you prepared the Consular lots?

Mr. Dallas: Yes, in one case the Consular and Cadastral lots are not identical.

Mr. Phillips: Will you please refer to Cadastral lot 475. You heard the evidence given yesterday that in 1890 and 1892 these lots were described on that Schedule as unregistered land. How do you account for that?

The President: The fact speaks for itself, Mr. Phillips It is in the Schedule.

Mr. Phillips: I know that, but as it is there described as unregistered land I thought that Mr. Dallas might be able to give us some explanation of lot 708, Cadastral lot 475, which is the lot in dispute. I refer you, Mr. Dallas, to lot 453. Why was this lot in dispute there referred to as unregistered land in these Schedules?

Witness did not reply.

The President: The fact speaks for itself. We do not care to go on any further with this point.

Mr. Phillips: Apparently no explanation has been given of that, and I, therefore, think it is necessary for me to put these questions. Is this the plan of 1896, Mr. Dallas? How do you account for these two lots being described as unregistered land and now say it forms part of lot 476?

The President to witness: Did you prepare that plan?

Mr. Dallas: Not exactly in that form.

The President: Was it based on your work?

Mr. Dallas: Yes.

The President: It is a tracing of your plan?

Mr Dallas: Yes, but it only shows the Range.

The President (examining the map of 1897)—There is an alteration here?

Mr. Dallas: The Range was then closed as a Rifle Range.

Mr. Phillips: What is the area of lot 760 there. Is it *mow* 6.0.9.0? Is that now Cadastral lot 478?

Mr. Dallas: Yes

Mr. Phillips: And the area of the Cadastral lot *mow* 6.0.9.0?

Mr. Dallas: Yes, it is a little in excess of the title deed, which is *mow* 6.2.1. I make it up as follows: The strip to the south of the Range *mow* 2.6.15; to the north *mow* 2.0.8 8 and the area of the Range between the two strips, and included in lot 81 U.S. Consulate is *mow* 1.5.6 7, making a total about *mow* 6.2.1.

Mr. Phillips: What becomes of the strip that belongs to the piece on the west?

Mr. Dallas: I have given you the area of that strip; west of lot 757 is the portion of the Range included in lot 172 U.S. Consulate. It is not included in any Cadastral lot, because it is land in public occupation which we never included.

Mr. Phillips: Does that red mark on the plan show the boundary of Cadastral lot 476?

Mr. Dallas: No, nothing at all.

Mr Phillips: Tell us, Mr. Dallas, what then does it mean?

Mr. Dallas: It is simply copied by a mistake of the tracer. It has no meaning.

The witness was further pressed to explain the meaning of the red mark on the plan, but did not give any direct answer.

The President: Would it not be wiser to take the four deeds covering the Rifle Range and also the map and then divide the map up into the land covered by these four deeds?

The witness explained on the map what the four deeds covered.

Mr. Phillips: You say now that it is covered by four title deeds?

Mr. Dallas: As a matter of fact it is covered by five title deeds, but the fifth does not belong to the Municipal Council.

Mr. Dowdall: What I understand has happened is that someone has allowed the Council to make the Rifle Range over his land.

In reply to the President, Mr. Dallas repeated that the 5th title deed covering the Rifle Range did not belong to the Municipal Council.

The President: The title deed of August 17th, 1895, does not belong to the Council?

Mr. Dowdall— It was probably an encroachment on Mr. How's land?

Mr. Dallas: It was probably done with his consent.

Mr. Phillips: You say the area according to this plan was 23 *mow*, 9 *fun*, 0 *li*, 7 *haou*. I want the 3 title deeds and the area covered to be added up.

The President: When was this submitted?

Mr. Phillips: In 1892.

The President: These three title deeds are for 24 *mow* 7 *haou*?

Mr. Phillips: The area of the title deeds is *mow* 2.3.9.0, exactly tallying with these measurements.

The President (to witness)—Can you figure from the map the exact area of these pieces and this long narrow strip?

Mr. Dallas: What is the scale?

The President: This deed is 1892 and this plan 1895. Then the property in this deed is not in the plan?

Mr. Dallas: Yes. It is.

Mr. Phillips: Does that account for the difference in the actual plan and the area as given in the actual title deed?

The President: Do you mean this property in the plan of 1895 is in that of 1892?—Yes.

Mr. Brenan: How is that?

Mr. Dallas: The Council are in possession of a good deal of property in the Settlements for which they have no title deeds.

Mr. Phillips: The Council are in possession of a good deal of property for which they have no title deeds! That is a very dangerous position.

Mr. Dallas: Yes, it is so. I say it advisedly.

Mr. Phillips: The first title deed is for 10 *mow*—is that the Butts?

Mr. Dallas: No, it has nothing to do with the Butts.

Mr. Phillips: Then what part of the Range is referred to in that deed?

Mr. Dallas: Lot 548 represents the land between the Butts and lot 72 U.S Consulate.

The President: I want Mr. Dallas to give us the plan prepared by him showing what is really covered by the different title deeds.

Mr. Dowdall: Mr. Dallas will do his best. Please do that for us, Mr. Dallas.

Mr. Brenan: Your property is under 5 different title deeds Mr. Dowdall?

Mr. Dowdall: I only found out this morning that that portion of the Rifle Range is covered by a 5th title deed which does not belong to us, and the owner either gave it up to us for the purpose, or we had his permission.

Mr Phillips: Is it correct to state that lot 767 is an oblong piece of land?

The President: He need not answer that

The further hearing of the case was adjourned till Thursday morning.

January 12th.

On the Court reassembling Mr. Dowdall said that Mr. Dallas, who was under re-examination when the Court rose on the previous day, had a correction to make in his evidence.

Mr. Dallas: Yes, I should have said that the fence put up by Mr. Pike was put up in 1895 and not in 1894. When I was making the survey for the Cadastral plan of 1895 I did not know whether the mowage of the title deeds would cover the 40-foot Range and also the protruding ends of the oblong lot 767. My doubts were not as to the real area of the Council's land, but as to the accuracy of the Chinese measurements in former times. The width of the Range being important, and the boundary stones clearly showing the extent of lot 767, I decided to leave it, for the time, an open question, whether the ends should be sacrificed to the area of the width of the Range. When I found that the 40-foot Range and the protruding ends of lot 767 were fairly covered by the title deeds area, I marked them in as the Council's property, the Council never authorised exclusion of them.

The President: As I understand it you included these pieces in lot 767 because the Council's title deed covered more than the Range?

Mr. Dallas: What I said was that when I made the survey I did not know that the mowage would cover the entire Road and the oblong piece 767 as well.

The President: Then if it had not covered more than the red strip in the plan this would not have been claimed by the Council?

Witness did not reply.

Mr. Brenan: Did not you say that if it was necessary you were going to sacrifice these wings in order to get your Range complete?

The witness entered into an explanation of the plan, which was only audible to the members of the Court.

The President: I understand from what you have said that this title deed

is not for a specific piece of land, but for a piece somewhere near the Range?

Mr. Dallas: I did not say that.

The President: Then, as I understand it, the entire Rifle Range is marked on here from Woosung Road and including the Butts?—Yes.

The President: This is an official paper?—Yes.

The President: It comprises lots 548, 766 and 767?—Yes.

The President: Then this plan is wrong?—Yes.

The President: It is measured wrong?—Yes.

The President: Then in May, 1892, when it was made the Council did not own this piece although it is included in the plan, and they have never owned it and never did own it, although it is marked on the plan?—Yes.

The President: I am bound to say I cannot understand it, why if the Council did not own this little piece of land down at the end here it should be put in here in an official document filed in the British Consulate as concerning these lots. Then, Mr. Dallas, this official document filed in the British Consulate is wrong?—Yes.

The President: As a picture it may be right, but as an official document it is all wrong?—Yes.

Mr. Phillips: How is this lot 766 described in the plan and schedule of 1892 and 1897?—I don't know.

Mr. Phillips: Come, Mr. Dallas, you know all about these matters. You know more about it than anybody else in Shanghai you say. Do you mean to say it is shown in the assessment schedule and the plan accompanying it as lot 766?

Mr. Brenan—Is it not better to refer to the schedule itself instead of to Mr. Dallas's memory.

Mr. Phillips—The schedules and the plans are not forthcoming, but you Mr. Dallas were in the employ of the Council in 1892?—Yes.

Mr. Phillips—Well. I will refer you to the letter of the 7th June, 1892, written to Mr. Brown, the British Vice-Consul. Do you remember the circumstances?—Yes.

Mr. Phillips—Well, is this the plan?—Yes, that would be it.

Mr. Phillips—Do you repudiate that altogether now? Do you say that the plan is an incorrect one and that the boundary stones as laid down then were incorrectly placed?—No, the boundary stones were already there.

Mr. Phillips: You were responsible for that plan at that time and for the definition of the boundaries of the Rifle Range?—It was not a final settlement.

Mr. Phillips: You now state that was not a final settlement. Is that what I understand you to say?—Yes.

Mr. Phillips: In what respect was it not a final settlement; where was the alteration? What was the mistake?—Well, it was made for the purposes of investigation.

Mr. Phillips: For investigation by you and the Taotai's Deputy. Did you not arrive at the conclusion which is expressed upon that plan?—I was not running the business.

Mr. Phillips: You were present. Did you not record any disapproval until this morning or say the plan was erroneous? That surely is a plain question. The plan has never been brought to my notice.

The President: You can answer "yes" or "no," Mr. Dallas?—I cannot answer it exactly.

Mr. Phillips: Have you ever from that day until now expressed your disapproval of that plan or said it was erroneous?—I can state now that it is erroneous as represented here.

Mr. Phillips: I suppose you are a man of common sense, and I ask you for a plain answer to my question. Do you refuse to answer?

The President: I think he has answered, and the statement recorded is that the plan is erroneous.

Mr. Phillips: I am asking if you have ever disapproved of this plan?—I have stated that the plan as represented here is erroneous.

The President: Mr. Dallas, have there been any modifications of this plan recorded at the English Consulate?—No.

Mr. Phillips: Is it in the archives of the Municipal Council because now you make a distinct difference between lots 766 and 548. Is not the latter marked on this plan as lot 766?—Yes.

Mr. Phillips: How can you account for the difference. With regard to this red mark you now state that it is the mistake of the man who made the tracing?—Yes.

Mr. Phillips: Is there a plan in existence on which this red mark appeared?—This is a copy of the original plan.

Mr. Phillips: You say this mark was put on the plan by the mistake of the tracer?—Yes, I did not intend them to be put on the Cadastral plan.

The President: These lines you say were put on by mistake? I wish to be perfectly candid?—They were, but these lines agree with the areas in the schedule.

Mr. Phillips: These lines mark the boundary 767?

The President: What he says is that they mark an equivalent space.

Mr. Dallas: The Cadastral plan, as you know, is for purposes of taxation, but the Municipal Council pay no taxes on their property.

Mr. Phillips: You say this particular part belonging to Mr. How is not included in the title deeds of the Rifle Range. It stretches right across the Range?—Yes.

Mr. Phillips: I call for that title deed.

Mr. Dallas—We have no got it.

The President—It is not a question of confusing anybody, and it is not a question of concealing anything on the part of this witness. All that we want and all that we are anxious is to arrive at the exact facts of this case.

Mr. Phillips—Will you take the schedule prepared by you or by your authority. Lot 172 registered in the United States Consulate is here?—Yes.

Mr. Phillips—What are the boundaries of that lot?—These are not title deed boundaries.

Mr. Phillips—Mr. Dallas, I am asking you for the boundaries of that lot, as stated by you in this schedule?—The Cadastral lots show the area for taxation.

The President—These are Cadastral lots, not owners' lots.

Mr. Phillips: Cadastral lot 172 registered in the United States Consulate and show 453 in the schedule, the northern boundary, is stated to be lot 476.

The President: The witness states this is the title deed on this plan prepared by his authority shows the boundary to be the Rifle Range.

Mr. Dallas: They only charge on the net area.

The President: And taxes are not charged on this piece here, because the Council have absorbed it?—Yes.

Mr. Phillips: Now with regard to the boundary stones were they placed in the presence of the Taotai's Deputy in your presence?—Yes.

Mr. Phillips: And at that time you sent in this plan with this red mark showing that area comprised in lots 548, 766 and 767?—Yes.

Mr. Phillips: And these stones were placed to mark the boundaries covered by these lots?—Stones had previously been put down in 1887.

The President: Stones were put down to fill up the vacancies, marking, as you say, the boundaries of the three lots. Now, do I understand you, that lot 766 includes this piece which does not belong to that Council and still another piece which has come in since 1892?—Yes.

The President: So that this plan as a document is entirely inaccurate—Yes.

Mr. Brenan: As a picture it is correct—Yes.

The President: As a picture of the Rifle Range merely it is accurate, but as regards a description of the property of this Settlement, where the stones mark the Municipal property it is wrong, and the stones placed in his presence and under his supervision are placed wrongly. You now say that these two stones, instead of marking the boundaries of the lots, simply mark the boundaries of the Range itself?—Yes.

The President: Mr. Dallas now says that as a Settlement plan this is wrong, or in other words, that as an official document it is nothing.

Mr. Dowdall: Did you understand when that plan was made that they were dealing with any property except the Rifle Butts?—No.

Mr. Dowdall: No other property was considered?—No.

Mr. Dowdall: Now you say, after remeasurement, you find that the title deed area covers the whole of the forty feet and also the ends of this lot 767?—Yes.

The President: Do I understand that the title deed area having been found insufficient to cover this they preferred to take a piece somewhere else? In fact, that they had to take something?

Mr. Dallas: It was a sort of exchange for this piece

The President: Do I understand that the area not covering a specific piece of ground they took a piece from here?—They exchanged this for that.

Mr. Dowdall: Do you know this photograph of the land?—Yes, it was taken by Mr. Sampson.

The President: When?—As soon as we heard of Mr. Drummond's application for title deeds this photograph was taken.

The President: Have you any objection to it being put in Mr. Phillips?

Mr. Phillips: No.

The President: It shows the boundary stones standing up?—Yes.

Witness proceeded to explain the boundaries on the map.

Mr. F. A. Sampson, called and examined by Mr. Dowdall—What is your profession?

Mr. Sampson: Assistant Surveyor in the Surveyor's Department.

Mr. Dowdall: Will you tell the Court what you know about these photographs (produced).

Mr. Sampson: In 1890 and 1892 I assisted Mr. Dallas in the delimitating of the Hongkew boundary line, which runs up to lot 767, which was the Seward line, and whilst surveying along that line I occasionally, and often saw, these stones (in the photograph) I have a distinct recollection of the two stones marked with the letters S.V.C. and M.C. defining the northern boundary.

The President: I do not think it is necessary for us to go all over that.

Mr. Phillips: Did you see these stones put down, Mr. Sampson, defining the limits of the Rifle Range?

Mr. Sampson: To the best of my recollection no.

Mr. Phillips: Did you see them just after they were put down?

Mr. Sampson: No.

Mr. Phillips: Have you been on the Rifle Range since?

Mr. Sampson: Often.

Mr. Phillips: Were they put down by Mr. Dallas's authority?

Mr. Sampson: I do not know.

The President: You say you noticed two boundary stones on the north part of this lot in dispute?

Mr. Sampson: Yes.

The President: And did you see any stones on the southern boundary?

Mr. Sampson: No.

The President: How far is this ground from Woosung Road?

Mr. Sampson: I would not like to say from memory.

The President: What I am getting at is how you know these stones are in this particular lot?

Mr. Sampson: Because I photographed them afterwards.

The President: Try and locate them by some other object?

Mr. Sampson: They are about 120 yards to the North of the houses. The late Mr. Pike's property had a boundary wall running out to the West, and one of the stones was up against that boundary wall, and his door was alongside the footpath.

The President: Did you have anything to do with the making of this plan?

Mr. Sampson: No.

Mr. Dowdall: I was going to call a gentleman from the Municipal Council to prove that when the Council sent the letter to Mr. Drummond about this lot of land they did not know where the lot was.

The witness then went down, Mr. Phillips, having no questions to ask him.

Mr. A. E. Jones was then called.

Mr. Dowdall: Did you send out any notice to Mr. Drummond and, if so, state the circumstances?

Mr. Jones: I sent out this notice (produced). The circumstances under which it was sent out were these. When we receive notice from the Consulate, for the purpose of collecting the land tax, we send out this notice to the owners of property as a quick way of getting information as to locality and the assessment they think fair to put on their property. At the time I had no idea of the locality of this land at all and I, therefore, sent the notice to Mr. Drummond, asking him to give us the required information. But you see he gave no information at all as to locality, merely stating the assessment at Tls. 1 700 a *mow*. After that I received information from the Surveyor's Office that the land was in dispute and consequently I did not send out any notice for the land taxes.

Mr. Dowdall: Have you got the land tax receipts for lot 767?

Mr. Jones: I have.

Mr. Dowdall: For many years past?

Mr. Jones: Yes, since 1882.

Mr. Phillips: I want to see the receipts. The taxes are paid on an area of *mow* 6.0.9.0, the title deed area?

Mr. Jones: Yes.

The President: What taxes are they?

Mr. Jones: The Chinese Government land taxes.

Mr. Dowdall: That finishes my evidence, and I will now submit as short summing up of my case as I can.

The President: Though it may be a slightly irregular proceeding, Mr. Dowdall, before you go on I should like, in reference to the point about these *fongtans*, to call my writer, who has been in charge of the Land Office of this Consulate for about 30 years, to have his testimony with regard to the taking up of these *fongtans* when applying for title deeds.

Shun, the writer of the Consulate, was then called and examined by Mr. Hykes, said in reply to the President—I have been for 13 years writer in this Consulate, and have during all that time had charge of the work in the Land Office.

Mr. Phillips: But does his experience go back far enough?

Mr. Hykes: No, only 13 years.

The President: Then he may go down. His testimony on the point we want to come at is of no value.

Mr. Brenan: I should like some information from the Council on this plan here, which gives the area as *mow* 22.4.69. The three title deeds put in give a total area of *mow* 23.9.0.7, and what I want to know is where is the ground covered by the other two title deeds, as we now have it, there are five deeds altogether. The three deeds put in seem to suffice for this area.

Mr. Dallas again went over the plan to the Court and then retired.

Mr. Dowdall: My case seems to epitomise in this way. The plaintiffs claim some land now in the possession of the defendants. The land has been marked out by defendants' boundary stones for many years, and at the date of the plaintiff's title deed ¼ of the land was fenced in and occupied by a licensee of the defendants. The defendants held the title deed for 34 years before the plaintiff's title deed was issued, and I submit that to disturb them after this very long possession very strong evidence of the plaintiff's better title will be required. The evidence produced by the plaintiffs, I submit, is not strong. Their surveyor surveyed the land and brought into Court a plan, but he did not show how he identified the plan with the title deed. The defendants, on the other hand, went elaborately into their title deed and identified their plan as belonging to their title deed. It is true the plans were made incorrectly at first, but after a subsequent survey they were put right. The plan deposited in the British Consulate, I may explain,

was a plan in which nothing was thought of or shown, but the Rifle Range, and after we put in that plan more lots and roads were included in the land of the Range, which were put in individually, and this is how the confusion arose. I think this is the only point I need address you upon and confining one's self to the material facts before you there is nothing more for me to say, and I will leave the matter as it rests in the hand of the Court

Mr. Phillips, in addressing the Court, said: May it please the Court, there is one matter which I wish to correct at the earliest moment. I believe I stated in my opening to the Court the other day that the meeting arranged between the representatives of the plaintiffs and the defendants at the Municipal Offices was with the view of a compromise in this matter. That perhaps is somewhat misleading. It was intended as a meeting to show satisfactorily to one side or the other to whom this land actually belonged. That alone was the intention, and it was quite in accordance with arrangements made beforehand. It was not with the view of a compromise in any way or shape, but to see to whom this land belonged. That is a correction which, I think, it desirable to make in this matter. With regard to the facts generally, the suit has been very properly limited to one certain fact by the Court, and that is this: Does lot 767, registered in the British Consulate, include the two lots 708 and 714 registered in the United States Consulate, or not? The other matter with regard to the supposed forgery, after some argument, dealing with the transfer to my clients, has been eliminated by the Court, and if I may say so with deference to the Court, very properly eliminated, as it was only in the amended answer of the Municipal Council filed on the 9th day of January of this year that the allegation was first made, that a forged deed of transfer in the name of a certain person was in the possession of my clients. That allegation was not made in the answer which had been filed some week or two before. It is a very extraordinary thing if those acting on behalf of the Council really thought there was substantial ground for such an allegation that it was not made in the original answer. It was, I maintain, an after thought, and obviously a matter which had not seriously engaged their attention, or it would have been inserted in the first answer to the petition. The suit is this: Are these two lots included in lot 767 or not? I, on behalf of the plaintiffs, have put in title deeds showing our title to these specific lots. That has never been questioned by Mr. Dowdall on behalf of the defendants. I was prepared here, with witnesses, if necessary, to show that every enquiry had been made by those acting on behalf of the Taotai and of the officials of the United States Consulate before these deeds were granted to see that they were granted in respect of these particular lots. Proper surveys and measurements were made, and after these enquiries, the title deeds were granted. It was not necessary for me to call that evidence. I had it here and I produced the title deeds; the outcome of these enquiries, deeds representing these two lots. Mr. Dowdall cannot now say that the boundaries were not accurately defined. They have been. He has never questioned it in cross-examination, and he cannot now make any objection with regard to it. I say I have produced the title deeds for these two specific lots, and I ask does lot 767, registered in the British Consulate, include them or not? With regard to the area in the first place it has been shown by documents produced and referred to on that plan that the Rifle Range is held by the Municipal Council under three deeds. These three deeds are put in as evidence in this Court. I believe the numbers of these title deeds are 541, 759 and 760, and the area of the land included in these three deeds is 23 *mow*, 9 *fun*, 0 *li* and 7 *haou*. That is the area referred to on that plan, and upon this plan it is stated that the area of the title deeds is the amount I have now stated to the Court. Then there is one other matter which requires some little explanation, and that appears on this plan. That is to say the superficial area of the plan as coloured is 163, 130 square feet, but if at the same measurement as the title deed, that is the old measurement, which obtained when these title deeds were made, 6,600 square feet to the *mow*, the area of this coloured portion would be 24 *mow*, 7 *fun*, 2 *li* and one *haou*, that is to say rather more than the area included in these title deeds; therefore the area of the Rifle Butts is about one *mow* more than it appears upon the title deeds. There is this fact also with regard to the extra *mow* as stated in the evidence of Mr. Dallas in regard to its inclusion in the deed of 1895. I need not refer to it, as Mr. Dallas has stated that it was included in this plan of the Rifle Range, that is the Rifle Range and the road, as it now appears. What, therefore, becomes of the area of these two lots 708 and 714, title deed area four *mow* three *fun* and actual area four *mow* six *fun*? What becomes of that? If that is included in this plan and in this part which is coloured pink the area should be 27 or 28 *mow*, but that is not so. And according to their own measurement this strip coloured pink, with the Butts, has an area of 23 *mow*. The same thing is shown in the title deeds,

and according to the measurement, as nearly as possible, the area is as I have indicated. There are 23 *mow* nine *fun*, according to the superficial area. There is only another *mow*, so that I think I am entitled to ask where do you get the other four *mow* from? The facts show that they cannot, and in their own showing too, include this extra area. This last title deed of lot 767, according to them, must include this extra area, that is to say, it must contain ten *mow* instead of six, but we know from Mr. Dallas it does not. It seems to me that this puts them completely out of Court. What does he say about the area? One of the most extraordinary statements I ever heard coming from a responsible person and a person who has been in the employment of the Council for a great number of years, and who was acting for them at the time these limits were defined. He has got himself into a predicament with regard to this area, and he says "Oh! we took a piece out of here to make the area right; it was an exchange." I never heard of such a thing, and then he goes on to say that if necessary they would have taken a piece out of somewhere else to make the area right. I think the Court will remember pretty accurately to what I refer when the witness stated that for the purpose of making this area correspond with the area, that is the actual area expressed on the deeds and on the plan, they would eliminate some other part and I must say that evidence was of the most extraordinary character. It simply amounts to this, that he would have sacrificed these two lots to make the Rifle Range complete according to the mowage of the title deeds. Therefore it does seem to me that the Municipal Council are completely out of Court. They cannot possibly say as I have shown that the area of their Rifle Range, as expressed upon that plan, includes the area of these two disputed lots. I wish also to refer you very shortly to the matter of the boundary stones. I have one word or two to say with regard to this matter, because as I have already stated, we have the title deeds, and even if these stones were actually standing on the property at the time that does not and cannot impeach our titles. Having the Taotai's title we have a good title even, if as I have said the boundary stones existed upon it at the time the deed was granted to us. How about the boundary stones? Can the Court be satisfied they existed in 1892. Anyhow the *Tipao*, who was called with regard to the boundary stones did not state so, and a most significant answer fell from him in response to the President of the Court. He was asked where he had seen the stones, and he said he had seen two on the Rifle Range. He was asked by the President whether he did not see them somewhere in the interior, and he said only on the Rifle Range. Had they been anywhere on the land we claim he must have seen them. What does Mr. Dallas say with regard to them? He says he saw them when he was on the land for the purpose of making that plan. Is it likely? Is it true? It seems to me it is not, and I have very good reason for it. Mr. Dallas prepared this plan and surveyed this property and says these stones marked the boundaries of the Rifle Range. How is it they do not appear on the plan? Is it conceivable, I say, acting as he was for the Council, that they would not have been inserted if they had existed. It is unlikely in the highest degree, and on that evidence even if on nothing else, I say the Court cannot, having regard to the character of the testimony, come to the conclusion that the stones existed on this property in 1892. With regard to these land assessment schedules prepared by Mr. Dallas, he is the person who has stated himself he knew every Cadastral lot and its boundaries in Shanghai for 20 years, and what does he state in the schedules of the adjoin-lots to the lots in dispute? I wish to thoroughly impress the Court with the fact that the Municipal Council is faced with this difficulty: either the thing is in gross confusion or an alteration has been made in these two plans for the purpose of this suit and for the purpose of asserting their title to this property. In 1890 and 1892 this land here, the lots in dispute, is referred to as non-registered land, and in 1897, after Mr. Drummond obtains his title deeds, it is referred to as part of lot 767. How can the Council get over that? It is a very big question to negotiate, and if there was no other fact in this case a reference to the plans accompanying these schedules would be sufficient to rule them out of Court. There it is shown in the one plan defining the boundaries in 1897, after our title deeds are obtained, these two lines are eliminated so as to include lots 708 and 714 as their property. What does he say about the red mark on the plan of 1892 and its marking the boundary? I can only get evasive answers from him. He says in the first instance it was a mistake of the tracer and what does he say this morning. He says these three lots here are entirely different to the numbers which appear on the Cadastral plans which have been issued by them heretofore. The alteration, I submit, has been made and for no other reason could be made but for the purposes of this suit. It seems to me that the change is made under the most suspicious circumstances after the correspondence in 1892,

which led to the marking of the boundaries so as to avoid "future complications;" we have this plan with the three lots 548, 759, and 767, which form the Range and Butts appearing with this very lot which Mr. Dallas disclaims and says did not belong to the Council, placed there by Mr. Dallas or with his authority. The case for the Council rests entirely upon the evidence of Mr. Dallas, and it seems to me most probable that the Council has been guided by the advice of Mr. Dallas in this matter. Placing entire confidence in him in regard to this matter, he has led them, if not into a misleading, certainly a very awkward position, and I must say with regard to Mr. Dallas, I don't wish to say hard words, that I should like a straightforward answer when I ask him a straightforward question He evaded my questions or gave evasive answers and it seems to me, perhaps, I may be prejudiced, that the Court must come to the conclusion that the way in which he gave his evidence was not satisfactory What the Council had to show and show satisfactorily by boundaries and documentary evidence that lot 767 includes these two lots, but they have done nothing of the sort. The only testimony with regard to the boundaries is the evidence of the *Tipao*, who said he believed he had heard these two lots belonged to the Council, with regard to Mr. Dallas; his evidence is merely an *ipse dixit*, naked statements without any documentary proof whatever. It is simply ridiculous. I never heard a claim supported by such evidence before, seriously at all events, and this is put as a serious claim. The only evidence they have as opposed to our title is the evidence of Mr. Dallas, who says he regards it as Municipal property. This is stated to have been at one time, according to Mr Dallas, Sir Walter Medhurst's property, lot 508, the lot now in dispute. We do not know anything more about it, there has been no evidence brought into Court to support that statement which rests alone upon the evidence of Mr. Dallas. Is that so? If so the deeds would be in existence, and they would be in the *Chelsien's* Yamen. In such a case it would be impossible for the Ta tai to issue the plaintiffs title deeds if the others for the same property were in the Yamen. Again this is simply Mr. Dallas's statement, and there has been no other evidence whatever forthcoming to the Court with regard to it. I may complain also of the way in which this case, generally speaking, has been presented to the Court by the Municipal Council. I gave Mr. Dowdall notice to produce all documents, deeds and titles in reference to this lot or bearing on this matter.

Mr. Dowdall: I beg your pardon—

The President: The Court does not desire any further argument on that, gentlemen

Mr. Phillips: And subsequently Mr. Dowdall produced two title deeds of which I had never heard before until they came into this Court. He says he only produced title deed 760 because it was for the disputed piece and that it was really the title of lot 767, and when I asked about it he said 'I did not think I was bound to produce the title deed for the land on this end of the Range." Why then did they produce the title deeds for their land at the other end? And as I said I have to complain about the way in which this case has been presented by the Municipal Council, for I do not think it has been presented in a fair or straightforward way. One of the title deeds so produced was for a very small portion, one *mow* or so at the other end of the Range, and one which does not effect the case in the slightest degree; but I do think that when documents are asked for that the whole of them should be produced. Anyway only three title deeds were all that were produced to me some little time ago for the purposes of this action. Where now, I ask, does the Municipal Council stand with regard to this plan? It was brought out after considerable investigation that it was to show the limits of the Rifle Range, and now to-day for the first time Mr. Dallas comes here and says that there is a mistake in the plan, and that the plan is all wrong. He is personally responsible for that plan which I submit was got up for the purpose of supporting his statement and for the purpose of this case—

The President: Confine yourself please to the facts, Mr. Phillips, and do not say "for the purposes of this case"—

Mr. Phillips: I am criticising Mr. Dallas's statement. He, for the first time to-day, says that the plan the defendants have produced and deposited in the British Consulate as an official record is an erroneous one and one which, I submit, will have the effect of placing the Municipal Council in an extremely awkward poistion with regard to land on the Rifle Range. I have very little more to say. Tax Receipts have been produced by the Municipal Council with regard to lot 767 under which is claimed 6 *mow* 9 *fun*, but I have, I think, shown the Court that land is included in the Range. I too could produce tax receipt if I thought it necessary and could show that we have paid taxes on our two lots for many, many years, but it seemed to me unnecessary. I submit they have utterly failed to show that lot 767 includes the two pieces of land in dispute. In our petition we pray that the defendants may be ordered to remove the fencing or such obstructions

from the said pieces of parcels of land. I do submit now to the Court that if you come to the conclusion that the defendants have not made out their title and proved their claim, this is a case for substantial damages. They have shifted their ground as I have shown. In 1892 they did not claim this land, but have only claimed it since we got our title deeds, and if it is found by the Court that they are not the owners of this land it is, I submit, a case for very exemplary damages, in order to restrain them from making invasion into other peoples' property. We pray in our petition that the defendants be ordered to pay the costs of this action, and I do now ask that they be ordered to pay the costs of this action, which have been very considerable to the plaintiffs. I do not name any sum just now, but I do ask that such a sum be awarded by the Court as will cover the expenses of the petitioners; that the plaintiffs have such further or other relief as the Court may think fit; that the defendants be restrained by perpetual order and injunction for entering and trespassing upon the said piece of land; that they be cast in damages and be ordered to pay the costs of these proceedings. It seems to me they have failed altogether in showing that they are entitled to these two lots. We have produced our title deeds for these two specific lots and that title is good against all the world until a better is shown. They have not shown it. They have depended altogether on Mr. Dallas to show that these two lots belonged to the Council and it seems clear to me that the Court cannot act on that mere statement unless it is supported by documentary or other very clear evidence, and I ask that judgment be given for the plaintiffs.

The President: The Court will take the matter into consideration and then deliver its judgment and notice to be present will be given to the parties in due time.

Shanghai, January 18th, 1899.

The Court of Consuls of Shanghai in the case of E. Chun Tsuen and Luk Fook Tsuen *versus* the Municipal Council of Shanghai find that the title deed 760 for lot 767, British Consulate, Shanghai, covers the same ground as that described in the title deeds to lots 708 and 714 U.S. Consulate, Shanghai, and that the aforesaid title deed 760 British Consulate was issued prior to the issuance of title deeds to the said lots 708 and 714 U.S. Consulate.

Wherefore the said Court of Consuls denies all of the petitions of the said plaintiffs in the above mentioned suit, and orders that said plaintiffs shall pay all Court costs, witness fees, interpreters' and stenographers' fees incurred in the above named suit.

In witness whereof we have set our hands this eighteenth day of January, 1899, at Shanghai, China.

JOHN GOODNOW,
Consul-General for U.S.A.,
Shanghai.

BYRON BRENAN,
H.B.M.'s Acting Consul-General.

DR. W. KNAPPE,
Consul-General for Germany.

No. 155

Consulate-General of the United States,

INDEX BUREAU
REC'D.
MAR 6 '99
DEPT. OF STATE

U.S. Consulate General.
FEB 2 1899
SHANGHAI, CHINA.

, 189 .

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
MAR 6 1899

Subject:

Telegram Consul Smithers—

Ans. Mar. 9.

Abstract of Contents.

Approved
ALA
March 8.

Consular Bureau.

MEMORANDUM.

March 8,1899.

Mr. Adee:

I suggest that Mr. Goodnow be instructed to proceed to Hankow and thoroughly investigate this matter. It was a matter of common rumor in China that the interpreter through Mr. Jenkins was engaged in illicit business, trafficking in transit passes, etc. From this it looks as if Mr. Childs, the marshal, is continuing in the business. If so the fact should be known and he should be summarily dismissed.

["J" is supposed to be Rockhill]

No. 155

Consulate-General of the United States,

Shanghai Feb 2d, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith copy of a telegram rec'd today from Gt Smithers, U.S.Consul at Chungking.

"Childs Hankow is again interested conveyance opium by chartered junks in name of Stoat, British"

In Dec 1897 Consul Smithers wrote here that the firm of which the late M.A. Jenkins, Esq, Interpreter at Hankow, was Manager was chartering junks to Chungking which were then chartered back to Hankow with opium in the name of an Englishman & He sent me, at my request, the statement of the agent of the line at Chungking that the Englishmans name was simply used as a blind & About this time Mr Jenkins died and the Company went on under the management of

J. T. Child Jr. now U.S. Marshal at Hankow. I was assured that no more opium would be carried. Apparently from above copied telegram Consul Smithers is convinced that the concern under Mr. Childs' management is again carrying opium.

I would respectfully ask your instruction, if you desire to give any, in this matter. I have written Consul Smithers that I have referred the matter to you.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Schuster

No. 7

INDEX BUREAU
REC'D
MAR 22 '99
DEPT OF STATE

Consulate-General of the United States,

U. S. Consulate
FEB 8 1899
SHANGHAI, CHINA.

, 189 .

Mr. Goodnow

To the Department of State.

3d ASST. SECRETARY
MAR 27 1899

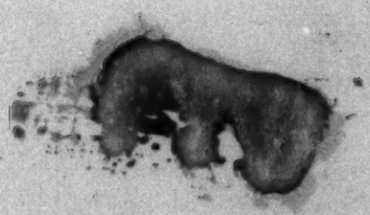
Subject:

Cmt decision

ackd by form Mar 30.

Abstract of Contents.

Enclosing order appointing trustees Seamens Church Mission



No. 2

Consulate-General of the United States,

Shanghai Feb 8, 1899.

Honorable Adee

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to hand you herewith, pursuant to your general instructions, order (written) made in the appointment of Trustees of the Seamens Mission, Shanghai, to succeed Edward Cunningham Esq. deceased late of Boston and the last surviving of trustees of said Mission appointed in 1855

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

In Instructions dated Feb 6/99

U. S. CONSULAR COURT.

(Before Mr. JOHN GOODNOW, *Consul-General, Acting Judicially.*)

Feb; 7th, 1899.

Re SEAMEN'S CHURCH MISSION, *Re* CUNNINGHAM DECEASED *v* (*The last Surviving Trustee.*)

The petition of James Sturgess Fearon, James Lidderdale Scott and the Rev. F. L. Hawks Pott of Shanghai

Respectfully sheweth :—

On the 27th of December 1855 a piece of land at Pootung near Shanghai (which had been bought by public subscription for the purpose of building a Seamen's Church) was registered at the British Consulate at Shanghai as lot No 181 in the name of the Reverend John Hobson and was afterwards transferred to the names of Messrs. Beal, Cunningham and Hobson who were then selected to be Trustees of the Seamen's Church Mission and in whose names it still stands.

In the year 1867 the said Trustees built a Church on the said land for seamen.

The said Edward Cunningham was a Citizen of the United States. He survived the other two Trustees and died in the United States, having made a Will dated the 2nd of February 1884 and thereby left all his property, subject to a life annuity of $700, to his widow Frances C. Cunningham. And the Will was proved and letters testamentary issued to the said Frances C Cunningham by the Probate Court for the County of Norfolk in the Commonwealth of Massachusetts on the 1st day of January 1890.

Your Petitioners submit that the legal estate in the said land is now vested in the said Frances C. Cunningham as the representative of survivning Trustee.

The said Frances C. Cunningham is willing to transfer the said legal estate to new Trustees of the Seamen's Church Mission when duly appointed.

Your Petitioners are willing to be appointed and to act as Trustees of the Seamen's Church Mission.

Wherefore your Petitioners pray that they may be appointed Trustees of the Seamen's Church Mission aforesaid.

Dated the 10 day of January, 1899.

Mr. Chas. Dowdall, who appeared for the petitioners, said—I have one affidavit and a letter from the lawyers of the widow, showing that the property devolved upon her and also showing it is trust land; also a certified copy of the will and probate.

The affidavit was as follows :

I Cornelius Thorne of Shanghai, merchant, make oath and say, speaking to the best of my recollection and belief, as follows :—

1.—I was in Shanghai in the year 1855 and, with occasional intervals, have been here ever since.

2.—The land where the Seamen's Church at Pootung stands was bought by public subscription many years ago —It may be in the year 1855.

3.—I knew Messrs. Beal and Cunningham and Reverend John Hobson all late residents of Shanghai in whose names I am informed the land was registered. They are all dead now, Mr. Cunningham was the survivor. He was a citizen of the United States of America.

Mr Cunningham's estate is left by will

His Honour—I am not certain that this would come in under this particular hearing.

Mr. Dowdall—I give the certified probate to show he has given up all his property subject to an annuity to his widow.

His Honour—All we have to do on this hearing is to appoint those trustees under whatever rights there would be. Then when we come to transfer the property these documents can be put in

Mr. Dowdall—I put it in to show that his widow is the regal representative.

His Honour—I think you had better hold that until it comes to transfer the property, and also the letter of the lawyers. All you are asking me for this morning is to appoint petitioners J. S. Fearon, J. L. Scott and Rev. Hawks Pott as Trustees of the Seamen's Mission

Mr. Dowdall—I am now only waiting to see how we will draw up the order.

His Honour—I think we can draw it up very shortly. Is the property registered in this Consulate?

Mr. Dowdall—No, in the British Consulate.

His Honour—Then comes the question whether I have authority to make such an order. Might it not be well, in case I issue this order, for me to send it first to Chief Justice Hannen to note it for his approval?

Mr. Dowdall—Yes, we can let him know about it in any case.

His Honour—I do not like to do anything that would seem to trespass on his prerogatives.

Mr. Dowdall said that a similar case had arisen before in the case of the Bowling Club. No question, he thought, could arise in the present matter.

His Honour—There seems to be no objection made on the part of anyone to this.

Mr. Dowdall—The place has long been vacant till it was let for nothing to the Roman Catholics to hold service in—which is a good example of liberal minded Shanghai. Would it not do to say that, on the petition of so and so and after hearing Counsel for the petitioners etc."

His Honour then drew up a draft of the order he proposed to make, remarking that he would not issue it until he had seen and laid it before Mr. Byron Brenan, the British Consul-General.

The order which was as follows was issued later in the day, after His Honour had consulted with the British authorities;

James Sturges, Fearon, James Lidderdale Scott and F. L. Hawks Pott having appeared before me by their attorney Charles Dowdall Esq., and having made petition to be appointed Trustees of the Seamen's Church Mission and having satisfied this Court that the Trustees first appointed, *viz.* Messrs. Beal and Cunningham and Rev. John Hobson, are now deceased and that no Trustees have been appointed in their stead and the said Trusteeship is now vacant and having shown that that the last surviving of the above named Trustees was Edward Cunningham an American citizen and the property of the said Trustee having devolved upon the widow of the said Edward Cunningham who expresses her readiness to convey the same to trustees duly appointed by this Court,

Advertisement of this hearing and petition having been duly made and no objection appearing to such petition. It is the order of the Court that James Sturgess Fearon, James Lidderdale Scott and Rev. F. L. Hawks Pott be and are hereby appointed Trustees for the said Seamen's Church Mission of Shanghai—In witness whereof I have set my hand and official seal this 7th day of February A.D 1899.

JOHN GOODNOW,
U.S Consul-General
Acting Judicially

Solicitor

No. =

Consulate-General of the United States,

, 189 .

Mr. Goodnow

To the Department of State.

ackby form.
Mar. 30.

Subject:

Toulmin's case.

Abstract of Contents.

Enclosing certified record.

No. —

Consulate-General of the United States,

Shanghai Feb 16, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith sealed and certified copy of evidence and judgment and all endorsements in the case of Richard Inlmin now in this jail —

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

U. S. PEOPLE

versus

RICHARD TOULMIN,

Tried December 8th, 9th, 10th, 12th and 13th, 1898.

BEFORE

H. R. WILLIAMS, JR.,
Vice-Consul in Charge.

JOHN GOODNOW,
Consul-General representing Department of State, U.S.A.

E. B. WARD,
I. J. LOSSIUS,
H. K. SHUMAKER,
J. S. MURRAY,
} *Associates.*

AT

CANTON, CHINA.

EVIDENCE AND DECISION.

HONGKONG:
PRINTED BY NORONHA & Co.,
Printers and Publishers.
1898.

IN THE CONSULAR COURT OF THE UNITED STATES OF AMERICA AT CANTON, IN THE EMPIRE OF CHINA.

I, CHENG KAM CHUEN, of Victoria, in the Colony of Hongkong, a subject of the Emperor of China, do hereby charge RICHARD TOULMIN that on the Seventh Day of July, A.D. 1898, he, the said RICHARD TOULMIN, feloniously, wilfully, and of his malice aforethought did kill and murder one CHENG LEI SAN.

Interpreted to the said CHENG KAM CHUEN in the Chinese language by V. A. ROZARIO, and then signed and sworn to by him this 14th Day of July, 1898,

鄭鑑泉 [L.S.]

CHENG KAM CHUEN.

Before me,

[U.S. Consular Seal.] EDWARD BEDLOE,

Consul for the United States of America at Canton, in the Empire of China, Acting Judicially.

In the United States Consular Court at Canton,

IN THE EMPIRE OF CHINA.

THE UNITED STATES OF AMERICA,
VS.
RICHARD TOULMIN.

The Court is informed that you, RICHARD TOULMIN, did feloniously, wilfully, and of your malice aforethought kill and murder one CHENG LEI SAN on board the American ship *Dosing* at Wuchow on the 7th day of July, A. D. 1898.

And also that you, RICHARD TOULMIN, did unlawfully kill and slay one CHENG LEI SAN on the day and year aforesaid.

L. S.

(Signed) H. R. WILLIAMS, JR.,
Vice and Acting Consul in Charge, Acting Judicially.

Take notice that you are to be tried on the 8th day of December, A. D. 1898, at the United States Consular Court at Canton, in the Empire of China, upon the information filed in this Consulate of which the above is a copy.

ANTO. DE SILVA,
Clerk of Court.

(Endorsement.)

IN THE UNITED STATES
CONSULAR COURT AT CANTON.

THE UNITED STATES

versus

RICHARD TOULMIN.

WITNESS:

THOMAS STREAN WOODS,

REVD. RODERICK J. J. MACDONALD,

AND

CAMPKIN, TIDEWAITER, I.M.C.

Filed on the 8th November, 1898.

T. S. Woods' Evidence.

I, THOMAS STREAN WOODS, Manager of the s s. *Dosing*, testify that RICHARD TOULMIN was Captain of the s.s. *Dosing* in July 1898, and the Compradore on said steamer was CHENG LEI SAN, the deceased. I saw the *Dosing* at anchor at Wuchow at 9.30 a.m. July 7th. 1898. I went on board about noon that day. Captain TOULMIN complained that the Compradore had refused to lock up a "boy" on his order, and I instructed the Compradore to always obey the Captain's orders, right or wrong. I had made arrangements to send troops to a point about 60 miles above Wuchow, by the *Dosing*—Captain TOULMIN objected to going further as it would interfere with other arrangements to prolong the trip. He came ashore and sent a telegram. We went on board together about 3 p.m. and found Mr. RANDALL there as a passenger. About 8 p.m. I went to sleep on the deck. Mr. RANDALL wakened me about 10 p.m, the vessel was then at anchor. RANDALL and TOULMIN were talking and I joined them. RANDALL and TOULMIN sat down in the only two chairs on deck, and the Compradore, CHENG LEI SAN, was asleep in the third chair on the forecastle head. Captain TOULMIN said that he did not see why a Chinese should be using a chair while I (WOODS) stood: that the chair belonged to him (TOULMIN) as SHERMAN had given it to him. I doubted the chair belonging to him and said it was all right. This talk took place on the bridge by the wheel-house. There is a gangway from the bridge to the forecastle head (about 10 feet long). CHENG LEI SAN was lying in a long chair on the starboard side of the forecastle head, with his head toward the bow of the vessel. I went then to where CHENG LEI SAN lay and spoke to him, as he arose from the chair. He said the chair belonged to him as he had bought it with his own money. He said he would give it to the Captain if asked for it civilly. Capt. TOULMIN then came forward. Capt. TOULMIN insisted that the chair was his, given by Capt. SHERMAN. CHENG LEI SAN insisted that it was not SHERMAN'S to give. Capt. TOULMIN threatened to throw the chair overboard and I prevented this by putting my foot on it There was a struggle, but no blows struck so far as I saw and I think I would have seen any but will not swear positively there were no blows struck—each pushed the other and there was violent talk, both being excited The Captain drew a revolver from the side pocket of his jacket on his right side and fired it. This ball seemed to go wide of both CHENG LEI SAN and myself toward the bow of the boat. At this time CHENG LEI SAN and I were on the starboard side of the forecastle head and the accused was on the port side of the forecastle head facing starboard. I stood on CHENG LEI SAN'S left, he being nearer the bow of the boat than I. I tried to catch the revolver from TOULMIN'S hand but did not succeed. I threw up my left hand toward the revolver but a second shot fired from that revolver by Capt. TOULMIN went through my left hand from near the base of the fore-finger to the palm near the wrist on the other side of the hand, traversing the entire palm diagonally cutting an artery so that the blood spurted into my eyes. I called out "Damn it, you have shot me." RANDALL had been on the bridge until this time. RANDALL is an agent for the British and Foreign Bible Society. When I called, RANDALL came from the bridge along the gangway to the forecastle head. At the same time I realized I was shot, I saw the Compradore falling on to his face and toward the stern of the boat. I heard only the two shots mentioned above. RANDALL and I went down into the cabin where he put a tourniquet onto my arm and bound it up. In about five minutes Capt. TOULMIN came in. Before TOULMIN came down I asked RANDALL to take charge of the ship. He could speak Chinese and I feared retaliation from the Chinese troops on board. He did then so take charge. RANDALL told TOULMIN that the safest place for him (TOULMIN) was in his berth. TOULMIN went to his berth and stayed there 15 or 20 minutes. RANDALL and I went on the bridge. I told RANDALL to take the boat back to Wuchow. While preparing for this TOULMIN came on the bridge, carrying a Winchester rifle. RANDALL took this away from him.

(Cross-examination.) My firm is T. S. WOODS & Co. in Wuchow. The Company is myself, Captain JENKINS and some Chinese (LUNG YEU PAN and CHING LIANG and WEI PIU). I have twenty per cent. of the capital of the firm. About 65 per cent. of the capital is Chinese. I, personally, had a power of attorney from T. E. EVANS, the owner (registered) of the *Dosing*. CHENG LEI SAN was hired by my agent in Hongkong. I had a mortgage of $11,000 on the *Dosing*. I was on board the *Dosing* July 7th, 1898, as manager of the ship and CHENG LEI SAN as a member of the crew, as Compradore. There were about 200 passengers on board the *Dosing* July 7th, all excepting RANDALL being Chinese braves, these braves being armed. The crew of the ship was 14 and the usual cooks. After I was shot, in going down to the saloon, RANDALL went first,

holding my wrist. It may have been 3, 5, or 10 minutes after I reached the saloon when TOULMIN came in.

(As Defendant's witness.) About midnight July 8th and 9th, when I was at Dr. MACDONALD'S house two or three miles from Wuchow (where I had been since early that morning) the Commissioner of Customs came to see me At the time of the shooting the night was dark and cloudy. The deceased had arisen from the chair before Captain TOULMIN came forward. I could see the bridge and the outline of the wheel-house. I could see anyone on the bridge. I would judge by the flash that the first shot went 2 feet wide of the Compradore. I did not go to sleep until after dinner (between 6 and 7). Captain TOULMIN sat at dinner with us but did not eat. I think Captain TOULMIN stayed with us during the meal. At the time of the shooting TOULMIN had on an ordinary sack coat. Before we left Wuchow, Captain TOULMIN said to me that his "boy" had stolen from and assaulted him, that the Compradore had refused to arrest this "boy" and had connived at the "boy's" deserting the vessel, that he wanted the boy arrested to be prosecuted and that the crew generally was unsatisfactory. Captain SHERMAN of the *Dosing* hired Captain TOULMIN to take his place while he (SHERMAN) was on leave.

(Re-direct.) On board the *Dosing* before 8 p.m. I drank four whiskey and soda, and think that Captain TOULMIN drank at least twice as much. Captain TOULMIN also stated that he had eaten nothing since leaving Hongkong on account of his "boy" not having brought food aboard for consumption. Captain TOULMIN ate nothing at dinner. When the first shot was fired CHENG LEI SAN stood about a foot from me on my right and on starboard side, width of forecastle head about 16 feet by 20 feet long. Captain TOULMIN stood about in centre of vessel. I threw up my hand practically height of my shoulder TOULMIN stood about 4 feet from the Compradore and raised the revolver about height of his eye. Captain TOULMIN appeared to me to be under the influence of liquor When the Compradore fell his face touched the gangway plank. I have known TOULMIN two or three years. I cannot testify as to his character other than I supposed him of good enough character to take charge of my vessel. I am a British subject. There are no awnings to forecastle head. There is an awning over bridge and was spread.

When Captain TOULMIN came into the cabin he said that the Compradore shot himself; that the Compradore drew a revolver on him (TOULMIN); that he (TOULMIN) tried to take the revolver away and the Compradore was shot in the struggle. I am positive that the revolver was drawn by Captain TOULMIN and not by the Compradore. I think the shot that went through my hand killed CHENG LEI SAN. I heard no third shot fired.

T. S. WOODS.

CANTON, December 8th, 1898.

R. J. J. Macdonald's Evidence.

I, RODERICK JOHN JOHNSTON MACDONALD, a British subject, testify that I am a doctor residing at Wuchow. Mr. RANDALL came for me about 1 a.m. July 8th, 1898, to go to the s.s. *Dosing* to attend to a wounded man. I went to the *Dosing* and was shown the prostrate form of a Chinese lying on the forward deck (forecastle head) on the port side on his back and covered with a red blanket. I examined him; satisfied myself that he was dead, and then saw Mr. WOODS. He was wounded in the left hand; a bullet wound. The aperture of entry was opposite the base of the second metacarpal bone on the dorsal surface; the bullet passed under the integument around the hand for about 4 inches to its aperture of exit between the base of the fifth metacarpal bone and the pasiform bone. The bullet before leaving the hand passed upward about half an inch so that it left the hand with an upward tendency if the hand when the wound was inflicted was palm upward and above the pistol; if the hand was palm downward and below the pistol, the bullet left the hand with a downward tendency. After dressing the hand I went to inform the British Consul of the occurrence. When I was on board

the *Dosing* there were on the upper deck Captain TOULMIN, Mr. RANDALL, Mr. WOODS, and the dead Chinese. After seeing the Consul I returned to the ship and was on the deck with the three above named. Captain TOULMIN said that the dead man deserved what he got, but that he was sorry that WOODS had been wounded. The entire conversation assumed, in my impression, that TOULMIN had shot the Compradore. I made a *post mortem* examination of the deceased above mentioned on the afternoon of July 8th, 1898, at the request of WEI PIU. I found one wound at the angle of the jaw on the left side of the face which apparently had been made by a bullet. It was the aperture of ingress of a bullet and I was obliged to enlarge it to admit my finger. I passed my finger into the wound and found that the jaw was perforated ; that the bone was comminuted considerably and the wound in the bone was large enough for me to pass my forefinger into the pharynx. I could not reach the bullet with a 5-inch probe. From the direction of the wound, and the fact that there was no aperture of exit, I think the bullet would be found in the right hemisphere of the brain. That wound was sufficient to cause the death of the deceased. During the time I was on the *Dosing* after the talk with the British Consul, Captain TOULMIN said there was an incipient mutiny on board ; that an attempt had been made to push him over the side of the ship by one of the crew. My impression was and is that Captain TOULMIN was willing to go ashore and report the matter or that any of us should. My opinion is that one bullet made the wound in the hand of Mr. WOODS and in the jaw of the Compradore. The Compradore was about 5 feet 9 inches tall. There were powder grains in Woods' hand. There were no burns nor scratches on the hands of the Chinese, nor powder grains in his skin that I saw. I did not examine his body nor undress the man.

RODERICK J. J. MACDONALD.

Kwok Kam's Evidence.

I, 郭金 KWOK KAM, a Chinese subject, being duly cautioned, testify that I am a West River pilot and was a pilot on the steamship *Dosing* from October 26th, 1897, (first day of the 10th moon) to this time. I was on board the *Dosing* July 7th when she arrived at Wuchow in the morning. About seven o'clock I heard a row between the Captain and his "boy" and saw the latter leave the ship. When we left Wuchow to go up the West River there were three foreigners on board and many Chinese braves and the crew. We anchored about 8 o'clock at Tung Yuen above Wuchow. I was the pilot in charge. I told the other pilot to anchor. We both told the Captain (TOULMIN) it was too dark to proceed. I did not understand his reply and then I told the Compradore, who told me to anchor. About 8.30 I went on to the forecastle head to sleep. The engineer was lying near me and the Compradore was asleep in a chair. Mr. WOODS, Capt. TOULMIN, and another foreigner were on the bridge deck. I was waked by people talking in front of the Compradore. They were Capt. TOULMIN, Mr. WOODS and the Compradore, all standing up, Capt. TOULMIN in the centre of the ship facing WOODS and the Compradore, the Compradore nearest the front of the ship (Ex.B.). About a minute after I woke up I heard a shot from a revolver held in Capt. TOULMIN's hand who was about 3 feet from the Compradore I saw Capt. TOULMIN's hand up and the flash of the revolver as it was discharged. I dropped on the deck and put my head under the clothing. I heard two more shots. After this I saw the Compradore lying down on the deck. The two shots I heard were close together.

(Cross-examined.)—I was on watch from 4 o'clock to 8 o'clock p.m. July 7th. During that time the Captain was on the bridge part of the time and part of the time downstairs. When the first shot was fired the night was cloudy but the moon was up.

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Correct translation.

F. UKIAH.

Wan Chau's Evidence.

I, 温就 WAN CHAU, a Chinese subject, being duly cautioned, testify that I am Chief Engineer on the *Dosing* since 9th moon 26th day, 1897. I knew CHENG LEI SAN, the Compradore of the *Dosing*. We arrived at Wuchow about 3 a.m. July 7th, 1898. I was on duty until we anchored I then went to sleep until 6 o'clock. When I went to "chow" about 8 o'clock, I saw the Captain (TOULMIN) in a quarrel with his "boy" and holding the "boy's" queue and trying to make the "boy" kowtow. The Captain tried to force the "boy" into the dining room and struck him. The "boy" was down on the deck. The "boy" pulled away and jumped into a sampan The Captain went into his room and came back and pointed a revolver at the sampan but did not fire. After this the Customs boat came to the ship, called by the Captain. After that the Captain scolded the Compradore, who did not reply. The steamer sailed at 4 o'clock. I was on duty from 4 to 8 p.m. when we anchored I went on the forecastle deck about 8.30. The Compradore was there asleep on a chair. This was the only one I saw as I went to sleep at once. I was awakened by a noise. I saw Captain TOULMIN fire a shot; then I wrapped my head in my blanket and heard two more shots. Then I went down quickly from the forecastle head. From down below, I heard the Compradore groan but no words.

(Cross-examination.)—At the time the first shot was fired there were on the forecastle head two foreigners, the Compradore, myself, one pilot, one YEUNG WAI. Captain TOULMIN had on black clothes. In the morning when I saw the Captain make his "boy" kowtow I only saw two other men YEUNG WAI and a sailor, on the deck. When the Captain pointed his revolver at the sampan, the sampan was about 25 English feet from the *Dosing*. The crew on this voyage was the same as on the previous voyage.

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Correct translation.

F. UKIAH.

It was admitted in open Court that at the time of the shooting on July 7th, 1898, there was an awning spread covering the bridge and the space from the bridge to the forecastle head.

H. R. WILLIAMS, JR.,
U.S. Vice-Consul in charge Acting Judicially.

December 9th, 1898.

Yueng Wai's Evidence.

I, 楊煒 YUENG WAI, a Chinese subject, being duly cautioned, testify that I was a helper to the Compradore on board the *Dosing* in July, 1898. On July 7th, 1898, about 8 a.m., I saw Captain TOULMIN strike his "boy" and pulled him by the queue and made him kowtow and tried to force him into the dining room. The "boy" finally got away and got into a sampan. Captain TOULMIN went into his room and came out of his room holding a revolver which he pointed at the sampan but did not fire. A Custom House boat came alongside and a foreigner from it came on board and spoke to the Captain (TOULMIN) two or three minutes and went away. The *Dosing* left Wuchow at 4 p.m. and anchored at 8 p.m. Soon after 8 p.m. the Compradore, CHENG LEI SAN, took a blanket and went on to the forecastle head to sleep, and I went also and slept on the deck. The Compradore had a blanket and slept in a chair on the right side of the forecastle head and I slept on the deck on a bamboo bed at the left hand of the Compradore, between the Compradore and the rail of the ship (Ex. C). I was awakened by the Captain calling from the bridge to the Compradore, then Mr. WOODS came forward and called the Compradore who sat up and spoke to Mr. WOODS, then the Captain (TOULMIN) came forward (here witness identified accused as the man referred to by him as the Captain). He spoke some words to the Compradore. After these few words, I saw Captain TOULMIN raise his hand and a flash from his revolver and heard a report then another report and

Woods threw up his hand just at the time of this second report: then a third report and the Compradore fell. All this time I was lying on the deck and kept my eyes open and saw it all as I have said. I can only say I saw one flash but am sure that all three reports came from the same place. Captain Toulmin was about three or four feet from the Compradore when the shots were fired. When Captain Toulmin came forward he put his hand on the chair and tried to pull it away from the Compradore, who rose and talked to the Captain. As soon as the Compradore fell, I went to him and took him in my arms and heard a guttural noise in his throat and then hearing no more sound I laid him on the deck. The second and third shots were fired very close together and a fraction of a minute after the first shot. After I laid the Compradore on the deck, the foreign preacher felt the Compradore's heart and said (in Chinese) "He is dead." The Compradore fell on his face with his head toward the bow of the ship. I laid him down with his head more toward the stern of the ship and near the gangway from the bridge. After the three shots Woods and the Captain went to the bridge. I do not know what the preacher did after he felt the Compradore's heart as I at once then went below.

(*Cross-examination.*)—I did not see the beginning of the quarrel between the Captain and his "boy" on the morning of July 7th. I heard a disturbance from my room and when I came out I saw the Captain holding the "boy" by the queue, the "boy" stooping with his head near the deck. When I went on the forecastle head, the weather was pleasant but the night was dark. After the shooting Woods went to the bridge and Captain Toulmin followed, three or four feet behind Woods. About 3 minutes afterward I went below, no one being on the forecastle head after I left. (Question.—Why did the witness leave his mat on the forecastle head? Answers.—There was no place to spread it out below.) The Compradore told me that Captain Toulmin scolded him for not locking up the "boy" with whom the Captain had trouble on the morning of July 7th, 1898. The first time I saw the preacher on the forecastle head during the shooting incident was when I was holding the body. I never had any trouble with the Captain. I am not related to the Compradore. I did not see the revolver after the shooting. I do not know of any other trouble between Captain Toulmin and any of the crew except as I have testified. I do not know that the Compradore ever had a revolver.

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E. W. THWING.

A correct translation.

E W. Thwing.

Teng Chu Tsai's Evidence.

I 鄧楚材 Teng Chu Tsai, a Chinese subject, being duly cautioned, testify that I am boat examiner in the Imperial Customs at Wuchow. On July 7th, 1898, I went on board the *Dosing*. I saw a Chinese "boy" come on to the deck and go to the Captain (Toulmin) *(identified)* and a struggle ensued between the two. I saw the Captain take the "boy" by the queue but did not see the "boy" strike the Captain. In the beginning the "boy" went into the Captain's room and I saw the "boy" come out the Captain following and holding him back by the queue. I urged them to desist, but the Captain would not let go. At last the "boy" broke away from the Captain's grasp and went into a sampan and the Captain went into his room and came out holding a revolver which he pointed at the sampan containing the "boy," which sampan was number 65. I was on board the *Dosing* until 4 p.m. that day. I saw no further trouble except as testified.

(*Cross-examination.*)—I related these circumstances afterwards to Ah Poon (in the Customs).

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TENG CHU TSAI.

Translator.

E. W. Thwing.

B. C. Randall's Evidence.

I, BENJAMIN CUTLER RANDALL, an American citizen, being duly sworn, testify that I am a sub-agent of the British and Foreign Bible Society. I was on board the *Dowing* July 7th, 1898, going on board about 4 p.m. that day. There were a number of Chinese soldiers on board, who, Mr. WOODS said, were going to Tung Yuen. At Mr. WOODS' invitation I went to take the trip to this point and return. We started between 4 and 5 p.m. We had dinner shortly after leaving. WOODS and I ate. Capt. TOULMIN (*identified*) was with us but refused to eat, giving as a reason that he had had trouble with the "boy" who waited on the table and that he would not eat until the vessel returned to Hongkong. Mr. WOODS offered him part of the food which he had supplied and of which we were eating but the Captain refused. I remember that Mr. WOODS and Capt. TOULMIN each took one drink of whiskey at dinner. I saw Capt. TOULMIN take three or four (several) drinks of whiskey from a bottle on the bridge as he walked back and forth on the bridge before we anchored. About eight o'clock, Capt. TOULMIN told me that we were about to anchor: that he had given no orders to anchor: that they did not ordinarily come to him for orders but did as they pleased. He did not say that he had prohibited the anchoring but said that he was Captain of the ship and intended to stop these methods and things must after that run as he ordered. Then Capt. TOULMIN went to the Pilot on the bridge and said to him in English that the boat was not to anchor until he (TOULMIN) gave the order; that if the Pilot anchored he (TOULMIN) would kick him all over the ship; that, if the Pilot ran the boat aground or struck a rock, he (TOULMIN) would put a hole through his (the Pilot's) head; and, tapping his side pocket, said "I did not have it with me this morning but have got it now." He did not say what he meant by "it." Immediately after this the vessel was anchored. The Compradore, CHENG LEI SAN, after the Captain had said to me that they had anchored without his order, said to me in Capt. TOULMIN's hearing that he had told Capt. TOULMIN that we must anchor until the moon rose and that the Captain had not forbidden it. This was in English and Capt. TOULMIN made no reply. At this time Mr. WOODS was sleeping on the port side of the bridge near the Pilot house in a chair. I then woke up Mr. WOODS Capt. TOULMIN and I sat in chairs and Mr. WOODS on the floor on the deck. Then drinks were called for and a general conversation followed. I took one and only one drink of whiskey myself. Capt. TOULMIN and Mr. WOODS each took 3 or 4 drinks, probably a pint in all, of whiskey. Judging from his actions and the amount of liquor I saw him drink I consider that Capt. TOULMIN was under the influence of liquor all the time on July 7th, 1898, from the time I first saw him that day until the shooting.

I do not doubt but that he knew what he was doing. Capt. TOULMIN several times during the last above mentioned conversation wondered where the third chair belonging to the steamer was and when WOODS said "Never mind," TOULMIN said he knew that the Compradore had rented his room to officers of the "braves" and was sleeping in a chair and that he (TOULMIN) did not intend to allow a Chinaman to use a chair while the owner of the boat sat on the deck. TOULMIN ordered some one to "Go get that chair." Shortly after this, Mr. WOODS' "boy" came up and TOULMIN ordered him to go and get that chair. The "boy" said, with me as interpreter, that CHENG LEI SAN had the chair and that he was afraid to disturb him. I sent the "boy" away. TOULMIN continued excited about the chair in spite of WOODS' remonstrances and WOODS rose and began to walk about. TOULMIN said he would have the chair as Capt. SHERMAN had left it in his keeping. Then WOODS went from the bridge to the forecastle head. TOULMIN, I following, passed from the port to the starboard side of the bridge. I then saw a chair and a man reclining on it on the starboard side of the forecastle head and WOODS standing at the foot of the chair, about 15 to 20 feet from me. The moon was up, and only broken clouds in the sky. I heard WOODS speak to the man in the chair but did not distinguish his words. I heard the Compradore say that the chair did not belong to WOODS, SHERMAN, or the ship, that he himself had bought it with his own money. Capt. TOULMIN was standing by my side. The Chinese further said that he thought he had a right to lie in the chair but would let Capt. TOULMIN have it if he asked for it in a proper manner. At once Capt. TOULMIN went over to the forecastle head. As he went forward I noticed CHENG LEI SAN rise from the chair. TOULMIN passed him and went to the head of the chair. WOODS put his foot in the centre of the chair as TOULMIN seized the head of the chair and said something about throwing it overboard. WOODS remonstrated. TOULMIN tried to raise the chair and the Compradore and WOODS both held the chair, WOODS being between the other two. I did not see either of the three touch any of the others but the scuffle was the holding the chair

by Woods and Cheng Lei San and Toulmin's attempt to move it. The scuffle was only for a few seconds. Then the chair was dropped and in an instant a pistol was fired. At this time all parties stood as marked in Ex. D. approximately. Woods stood on the Compradore's left and the three (Toulmin, Woods and Lei San) were within two or three feet of one another. I saw Capt. Toulmin raise his hand and saw a flash apparently from his hand and heard the report. Almost immediately thereafter a second shot was fired. I saw the flash the second time apparently from the same place. Probably not more than two or three seconds intervened between these shots. I saw Mr. Woods, almost as Capt. Toulmin raised his hand, raise his left hand. Immediately following the second shot, Woods called out "Oh! my God! I'm shot, I'm shot." At this I went forward to assist Woods away. As I stepped from the bridge into the gangway leading to the forecastle head, I saw the third shot fired. I saw the flash and heard the report. The flash came from Capt. Toulmin. At this time Capt. Toulmin had moved toward the port side of the forecastle head and was facing aft. The Compradore was approaching the gangway, bending forward and looking back over his left shoulder. Woods was also coming toward the gangway (Ex. E). The flash was from Toulmin and in the general direction of Cheng Lei San, that is, toward the starboard quarter of the vessel. When I reached the end of the gangway on the forecastle head, the Compradore had fallen with his head almost at the gangway. Woods had also reached that place and stepped over the Compradore's head to reach the gangway. I assisted Mr Woods down to the mess room. I seized him by the wrist (left). Woods seemed blinded and I helped him down to the mess room. I do not think I went on to the forecastle. I did not notice Capt. Toulmin from the third shot until he afterwards came to the mess room. I did not hear the Compradore speak or groan or move after he fell. I bound up Woods' arm in the mess room and he directed me to get him to a doctor; to take command of the vessel and get him to a doctor. This was in Capt. Toulmin's hearing as he came to the mess room very shortly after I did. I told Capt. Toulmin to go to his room. He refused saying that he was commanding that ship and intended to take it back to Wuchow. But finally went to his room. I told him to stay in his room and not to have a light "as the Chinese would not go from the light into a dark room to attack a desperate man." I told him he had made enough trouble and that he could not further endanger my life and Woods'. I took him by the coat and said that he must go to his room and he then went peaceably. I then went to the Captain of the "braves" and told him I would hold him responsible for the behaviour of his troops. Neither he nor his troops made any threats in my hearing. I spoke to some of the crew standing near the steps leading to the forecastle head. They were afraid to do anything. I told them I was in charge. One of them asked if the Compradore was dead. I said I did not know but would see. I then went up the steps and put my hand on him and did not detect any life. I did not notice any one on the forecastle head and did not speak to any one. This was the first time I tried to determine if he was dead. The crew made no threats in my hearing and did not refuse to work but were afraid. I told them Capt. Toulmin was in his room and would not come out as I had taken command of the vessel. We started back toward Wuchow. Woods and I went on deck. In about half an hour Capt. Toulmin came up and joined us, bringing a rifle. I asked him why he came up. He said he was afraid to stay in his room. I asked him why he came up as he was perfectly safe in a dark room. He said the Chinese might kill him below and we not know it. I refused to let him stay unless he put his rifle away and he did so. Woods asked Toulmin, "Why did you shoot him? What did you do it for?" Toulmin replied—"The son of a bitch deserved all he got." In this same conversation (which lasted off and on until we reached our anchorage off the hospital near Wuchow) Toulmin said to Woods, "You cannot swear I shot that man,"—to which Woods replied, "I do not know that I can swear to it." Afterwards Toulmin asked me a similar question, I tried to turn the matter off without answering directly, but on his insisting, I said that I wished to have nothing to say in the matter at all. Toulmin afterwards said, "He must have shot himself," or "I wonder how he shot himself." Some time after we started I examined the Compradore and found he was dead. He had been moved and a blanket thrown over his body. I do not know who did this nor when. Toulmin asked me if I knew where the man was shot. I said that I did not but supposed it was in the back. I noticed that the Compradore's face was covered with blood and was much swollen and that his tongue protruded slightly. Toulmin said to me that he wondered how the Compradore shot himself; that the Compradore had the pistol in his hand and that he (Toulmin) had hold of that hand; that the Compradore was trying to point the pistol at him and that he was resisting. I reiterate now that at the time the third shot was fired, the flash was from Capt. Toulmin toward the Compradore and neither was touching the other. The

Compradore had his hands in front of him and he was approaching the gangway. He did not fall until after the third shot was fired. I did not at any time when any shot was fired see Capt. TOULMIN touching or holding the Compradore. They might have touched when the first and second shots were fired but could not have scuffled without my seeing it. I was looking directly at them and did not see anything of the kind. I made no examination so as to see any wound but saw that the Compradore's face was bloody. No flash at the time of the shots came from the Compradore nor from WOODS nor from the Chinese lying on the deck but all the flashes apparently came from TOULMIN. The moon was shining clear on the forecastle head when the shooting took place. I did not see anything in TOULMIN's hand. I simply saw him raise his hand and a flash came apparently from his (TOULMIN's) hand and toward the Compradore. I did not usually carry any firearms in travelling in the West River. I do not know WOODS' habits in this respect but I do know that at one time WOODS was mobbed and defended himself with his cane as he had no revolver. The shooting of this Compradore, CHENG LEI SAN, took place about half way from Wuchow to Tung Yuen. The active operations of the rebels was above Tung Yuen at that time.

(Cross-examination.)—While we were at dinner TOULMIN told of some trouble with one of the crew and accused the others of not obeying his orders and putting this party into confinement. I do not remember how long Capt. TOULMIN said it had been since he had eaten, but am under the impression that he had eaten nothing all day July 7th. I think TOULMIN drank at least twice as often as did WOODS. Captain TOULMIN told me after dinner July 7th, that his "boy" had come to him in the morning for money to buy food and said that he would not get any food unless given the money; that he (TOULMIN) slapped the "boy" for his insolence; that the "boy" put himself into fighting attitude and he (TOULMIN) then struck the "boy" severely; that afterward the "boy" tried to push him (TOULMIN) overboard and he (TOULMIN) then ran into his room and got his revolver; that when he came back on deck the "boy" had gotten into a sampan and he pointed the revolver at the sampan and would have shot the "boy" only for fear of wounding the sampan women; that when the "boy" tried to push him overboard, he ordered the crew to take the "boy" and lock him up; that no one moved and that he called directly to the Compradore to put the "boy" in confinement; that the Compradore refused; that when he pointed his revolver at the sampan the Compradore said to shoot if he was going to and that he replied that he would shoot at the "boy" only for fear of wounding one of the sampan women. Captain TOULMIN had on the same coat when he threatened the pilot and at the time of the shooting. It was an ordinary sack coat.

BENJ. C. RANDALL.

De bene esse evidence taken on board the s.s. "Lung Kiang" this 6th day of December, A.D. 1898.

WALTER HENRY CAMPKIN having been duly sworn deposes and says:—I am a tidewaiter in the Imperial Maritime Customs, Wuchow. I am now suffering from fever but have sense enough to speak and understand. I was not present when the fatality took place. What I know was that on the morning of the 7th of July I was on duty on board a lorcha *Samsui*. *Dosing* was lying directly astern. Between 7 and 8 a.m. I heard some shouting on board the *Dosing*. I went aft the lorcha to see what was the matter. I saw Captain TOULMIN standing forward on the forecastle head. I asked him what was the matter, he replied that there was mutiny on board, that one of the crew tried to throw him overboard. On the Captain (prisoner) shouting out for help, the man got frightened and jumped into a sampan and got away. Captain TOULMIN called to us to have the man brought back. I saw the sampan as pointed out to me by Captain TOULMIN. At about half past 8 a.m. on going to breakfast the Harbour Master and I left the lorcha and went on board the *Dosing*. I saw Captain TOULMIN pacing on the deck. He seemed to be in an excited condition. He asked us why we did not chase the sampan, to which no reply was made. He then said that his "boy" had robbed him of chow money, chastised him for it and he turned round upon him and tried very nearly to throw him overboard. He further said that if they troubled him again he would do for some of them. I do not remember any further conversation; so the Harbour Master and I left the ship. When Captain TOULMIN said that he would do for some of them he clapped his hand to his hip pocket. I did not see any revolver nor did I see

any Chinese armed. *Dosing* was lying in the upper kerosene ground. When I visited the *Dosing* with the Harbour Master there was no sign of disturbance on board. That is all I know about the case so far from my recollection.

W. H. CAMPKIN.

The same having been sworn to and signed before me,

H. R. WILLIAMS, JR.,
Vice and Acting Consul in charge,
Acting Judicially.

J. Frame's Evidence.

I, JOHN FRAME, born in Scotland and having declared my intention of becoming an American citizen, being duly sworn, testify that I am a marine engineer employed now as engineer of the s.s. *Kong Pak*. I was a passenger on the *Dosing* on the voyage before the one which began July 4th, 1898. Captain TOULMIN complained to me that the discipline was very lax on board the *Dosing*. On the way down to Hongkong I noticed that the crew of the *Dosing* handled the boat without referring to Captain TOULMIN and without his orders and sometimes against his orders, and Captain TOULMIN ordered steam up at a particular hour on one occasion, but steam was gotten and the boat started before that hour.

JOHN FRAME.

M. B. J. Strom's Evidence.

I, MADS BERNGH JULIUS STROM, a Danish citizen, being duly sworn, testify that I was acting Harbour Master at Wuchow on July 7th, 1898. I saw the *Dosing* come into harbour on that date. I heard, from the lorcha *Samsui*, some one calling out from the *Dosing*; and we went alongside the *Dosing*. Captain TOULMIN asked me why we did not come before as his "boy" had tried to push him overboard. I answered that apparently no harm had been done. Captain TOULMIN said that the "boy" had asked for more mess money which he refused; that he (TOULMIN) was sorry that he had come to Wuchow as he did not like the ship nor the river. He seemed a little bit excited. This was about 8.15 a.m. I talked to Captain TOULMIN as above on the deck of the *Dosing*. TOULMIN's excitement seemed to me to arise from his trouble with the "boy." I would not judge that Captain TOULMIN was under the influence of drink. Mr. CAMPKIN was on the lorcha and the *Dosing* with me. About 4.30 the same day, I saw Captain TOULMIN collecting the rifles from the Chinese soldiers on board the *Dosing* and locking them in a room. TOULMIN did not then appear to me under the influence of drink, was not excited; but was calm and collected.

(Cross-examination.)—In the morning talk, TOULMIN slapped his pocket and said that he would be able to take care of himself against the next one or words to that effect.

J. STROM.

H. Bone's Evidence.

I, HENRY BONE, a British citizen, being duly sworn, testify that I was a Customs Officer on July 7th, 1898, at Wuchow. I was on the lorcha *Samsui* on that morning and heard some one calling out from the *Dosing*. I went on board the *Dosing* about 9 a.m. I saw Captain TOULMIN there. He appeared a little excited. The next time I saw Captain TOULMIN was July 8th, on board s s. *Kong Pak*. When I was on board the *Dosing* July 7th, everything was quiet.

H. BONE.

H. Haines' Evidence.

I, HARRY HAINES, a British subject, residing at Wuchow, being duly sworn, testify that I was a Customs Examiner at Wuchow July 7th, 1898. I saw Captain TOULMIN on the Customs pontoon between 2 and 4 p.m. that day. We passed the time of day. He did not appear to me under the influence of drink. I next saw Captain TOULMIN on July 9th, 1898, on the s.s. *Kong Yak*. I examined his luggage. It looked to me as though some one had rummaged the trunk. Captain TOULMIN said to me that he had been robbed. There was practically no clothing in the trunk. There was only one trunk, a leather one. I have known Captain TOULMIN since 1896. He was always a well-dressed man. I have several times had a glass of liquor with Captain TOULMIN but never saw him under the influence of liquor. I came with Captain TOULMIN to Canton as I had been instructed by the Commissioner of Customs at Wuchow to deliver him to the American Consul at Canton. Captain TOULMIN made me no trouble coming down. I took TOULMIN to the British jail in Canton as ordered by the American Consul.

H. HAINES.

R. H. Toulmin's Evidence.

I, RICHARD HOBART TOULMIN, an American citizen, and the accused in the case of U.S. People *vs.* TOULMIN being duly cautioned as to my rights and duty in case I become a witness, and being duly sworn, testify that I was the Captain of the s.s. *Dosing* on the voyage beginning July 4, 1898. On June 16, 1898, I met Capt. SHERMAN in the bar of the Hongkong Hotel. He asked me to take charge of the *Wing Foo* to Manila. I declined. As he said Consul-General WILDMAN desired an American citizen to take the *Wing Foo* to Manila, he proposed that I take the *Dosing* (of which he was then Captain) for two or three trips and he would take the *Wing Foo*. I consented to do this. I went aboard the *Dosing* June 17, 1898, in the morning and Capt. SHERMAN asked me to make no changes in the crew. He told the Compradore (CHENG LEI SAN) in my presence to keep things going as in previous voyages, to make me no trouble and to obey me as I was in charge. I arrived in Wuchow in two or three days and presented SHERMAN'S letter of introduction to Mr. WOODS. He and Mr. WEI P'IU together urged me to take permanent employ with them. I declined. We returned to Hongkong. On the second trip, the Compradore, who was the only one who had spoken English to me on board, asked permission to anchor at a temple. I refused but the boat was anchored. We stopped at Dosing without my orders and some one came on board with money. At Wuchow Mr. WOODS ordered the Compradore to bring up two dozen cheap revolvers from Hongkong. On the second return trip, we anchored off an island. I ordered steam for 3.30 a.m. to start. About 12 midnight I woke up and the boat was under way. I sent for the Compradore and reprimanded him, and gave orders to anchor again which was done. I told the Compradore that I would not make another trip. I had trouble with the Compradore further in Hongkong as he had drawn the money to pay the crew instead of leaving this to me. I was very angry. I also refused to buy any ammunition to take to Wuchow. I saw Capt. SHERMAN and demanded that he get a man in my place. Being urged by the Compradore, I agreed to make another trip. The Compradore asked me for information about a rival firm, later, and I struck him in the face. We agreed that the boat should start at 9 a.m. July 3rd. I went on board ready to start and about 9.30 a member of the crew told me that the boat would not start until the next day. On account of this I left word that I would not make the trip. As my clothes did not come ashore I went on board on the morning of July 4th and met the Compradore who again made excuses and persuaded me to make the trip. I made arrangements to hold another place open until Saturday. I cleared as without passengers but afterward found there were at least 25. I objected to the Compradore in regard to this deceit. We went on and several times I suspected that smuggling was going on and told the Compradore I would report it to WOODS. He offered me money if I would not report to WOODS and assured me that there would be no trouble with Customs. He stopped at Dosing without my orders and I told the Compradore I would report him to the British and American and the Customs authorities at Hongkong. We arrived near Wuchow about 3.30 or 4 a.m. The first anchorage was disagreeable from smells and we moved across the river about 6 a.m. About 7.30 my "boy" came to me and asked money for "chow." I answered that I had given $10 two days before and would not give more at that time. He

said that there would be no breakfast if he got no money. He said this in an insolent way and I slapped him and pushed him out of the room. I went out on the deck a minute or two later and this "boy" ran at me and attempted to kick me. I seized his foot and caught him by the neck and held him against the rail. The Compradore and some of the crew were near. I ordered the Compradore to take the "boy" and confine him in the spare room. I did not strike the "boy." I called again to the Engineer. None of them came to my assistance and I tried to pull the "boy" myself to a room. I had the "boy" by the queue and instantly called for help to the crew. They did not help me. I could not get him into the room and forced him to kowtow and let him go. I went into my room and came out again. As I passed the hatch, the same "boy" seized me and pushed me toward an open port. I called to the Engineer and the Compradore who did not help me. I therefore struck the man and fell on top of him on the hatch. Several of the Chinese seized me and would not let me go until I let go of the man. I then went to my room, got my revolver and came back to frighten the "boy." He had gotten into a sampan and I pointed my revolver at the sampan but did not fire. I called to the Customs boat to arrest the "boy" and bring him back. When the Customs people came I told them the "boy" had tried to throw me over board and asked them to arrest the "boy." They did not do this. I told the Compradore that the next man who attacked me I would shoot. There was no further trouble. We crossed in the afternoon (Thursday) to Wuchow and I complained to Woods of this trouble. He called the Compradore and instructed him to obey me. The Compradore made no reply. I first declined to go on with the further trip which Woods had arranged to Tung Yuen but finally consented if Woods himself would make the trip with us; if no soldiers come on to the *Dosing*; that we should not anchor until we reached Tung Yuen and that he should supply Pilots. When I went on board between 2 and 3 p.m., I saw soldiers coming aboard. I objected to Woods but finally consented to take the soldiers in the *Dosing*. I had had two or three drinks of whiskey and soda up to the time the boat left Wuchow and had eaten nothing all day. I went on board again about 4 p.m. We collected 172 muskets from the "braves." I left their arms with 4 yamên runners and probably some others retained their arms. The boat started after 4 p.m. Woods and Randall had dinner about 8 p.m. I refused to eat for fear of being poisoned. I had eaten nothing that day and told Woods I would get canned goods next day at Wuchow to keep me until I arrived at Hongkong. I went into my room and changed my clothes and put on my pyjamas and returned to the bridge. I carried the revolver until this time but left it in my trousers when I took them off at this time. Woods, Randall and I had a drink of whiskey directly after the boat started. I had a drink at the table, neither Woods nor Randall drank at this time. I am quite positive that between the dinner and the affray with the Compradore, we (Woods, Randall and myself) did not take more than two drinks of whiskey. We drank no other liquor. We all drank the same number of drinks. I swear positively that at no time July 7th, 1898, was I under the influence of liquor. I was annoyed and excited by the trouble with the "boy" and the disobedience of my orders, but was not under the influence of liquor. Shortly after dark we anchored. I did not prohibit it except that I had an understanding with Woods before we left Wuchow that we should not anchor before we reached Tung Yuen as I was afraid of the rebels. After we anchored I asked Randall to ask the Captain of the "braves" to put men on watch and offered to get arms for them. Randall returned to us and said it was all right provided no work was connected with it.

No men were put on watch. Just before we anchored I asked Randall to say to the Pilot that we must not anchor; that if he put us ashore and rebels attacked us that he (the Pilot) would be the first person hurt. I may have said that I would shoot him or put a hole through him or kill him. When we anchored I remonstrated with Woods. Woods then again rebuked the Compradore who did not reply. I was angry and advised Woods to discharge him. As soon as the anchor dropped, I shouted from the bridge to heave the anchor up. Nobody obeyed. We were close to the shore, which was steep and high. The shadow of this hill (bank) lay across the boat. I asked the Captain of the "braves" (through Randall) to prohibit his men from smoking in the hold. After the anchoring, Randall and I were sitting in chairs on the bridge (port side) and Woods near facing us on the deck floor or rail. I sent a man to get the third deck chair: he returned and said the Compradore had it and claimed it as his. I told him to tell the Compradore to come to me. He returned saying that I must go to see the Compradore if I wanted to see him. I was angry and said that this was insolence. Woods said "It's all right. Don't get excited. I'll go and talk to the man" and went forward on to the forecastle head. I said to him that it was time he did some-

thing as it was not right that I should be insulted that way. I heard voices after Woods had been away a minute or so. I could not distinguish what was said. I went on to the forecastle head and said "What's the row about" and went up to the head of the chair. As I went on to the forecastle head 2 or 3 soldiers passed me and went below. So far as I know, Woods, the Compradore and I were the only ones on the forecastle head. When I left RANDALL to go to the forecastle head he was sitting in a chair on the port side of the bridge. I was in my pyjamas and had no revolver with me. (Ex I. Deft) One man went down the hatch which was open. To my question the Compradore said the chair belonged to him. I said that if the chair belonged to him, Capt SHERMAN was a liar. I had myself slept in that chair every night I had been on board. The Compradore insisted that the chair belonged to him and I said to WOODS that the Compradore had cheated him in large matters and now was going in for a paltry chair and would steal the ship unless care was taken. I said to WOODS "Don't talk to the brute. Take the foot of the chair and we'll take it away." I lifted the head of the chair and shook it. The Compradore then began to pull up his sleeves and said he was not a liar and thief but that I was. I said to the Compradore "If you make another move I'll shoot you." I raised my hand and brought it down as though I were pointing a revolver at him. I may have had my pipe in my hands but no revolver. WOODS said 'None of that! None of that!" and moved quickly, I think, toward me. I do not think at the moment the Compradore pulled up his sleeves that he had anything in his hands. The moon was not shining on the deck of the vessel at this time. The Compradore rushed toward me, around the foot of the chair saying "Ta! Ta!" ("Strike! strike!"). At this moment there was a shot. WOODS was facing me, very near me, but had not touched me. I saw no flash. I cannot give the direction of the report. WOODS then called out that he was shot. I was facing aft, WOODS facing me and the Compradore at his back. WOODS disappeared, I do not know to where, and the Compradore was then in front of me, where WOODS had been standing. This was the first shot. I did not fire that shot. The Compradore then had something in his hand. I seized his hand (I think the right hand but am not sure) with both my hands. I felt that it was a revolver and then could see it. It was a cheap Belgian nickeled one. We struggled, for how long I cannot say. I know that I struck him on the jaw, when he broke loose from my left hand. I was still holding his hand and the revolver with my right hand. During this struggle one shot was fired from this revolver. A moment later another shot was fired from this revolver. Simultaneously a shot was fired from behind me and I think it was from the scuttle hatch I think from the sound of this report that it was from a Martini-Henry rifle. I believe, but will not swear to it, that there had been another shot from this same scuttle hatch during the struggle. I am positive four shots were fired and I think there were five. At this time we were with my back to the starboard side of the forecastle head and the Compradore facing me. When the last shot came from the revolver we were fighting for, the Compradore pulled his hands away from me, turned half around so that he faced aft and fell on his face, with his face striking the gangway. The moon was then 16° to 18° above the horizon, and was just coming from a cloud or over a hill. I looked about. It was perfectly still and there was no one on the forecastle head but myself and the Compradore. I went then directly to the bridge. I ran as I expected further shots. Nobody was on the bridge, that I could see. I rushed to my room. I pushed my way through the soldiers on the deck and they tried to strike me with something, whether swords or bamboos, I do not know. I struck one and pushed him down the hatch. I looked for my revolver in my room, but could not find it. I looked for a revolver which WOODS had brought on board in a case. It was gone from the case. I went into the mess room. RANDALL was fixing WOODS hand and called me to help as he said WOODS was bleeding to death. After he was fixed I said I was going out to look at the Compradore. RANDALL prevented me and went himself, and on returning said that apparently the man was dead. RANDALL afterwards went to see the crew and the Captain of the braves. I went to my room and found two rifles, but could not find the ammunition that had been put there for the rifles. I then went to the bridge and there talked with WOODS and RANDALL about proceeding or not. I was never to my knowledge superseded as master of the boat. I told RANDALL to order the crew to heave the anchor and return to Wuchow. We then went down to Dr. MACDONALD'S hospital. Next morning RANDALL proposed to me to go down to Hongkong on the *Kong Pak* to report the whole matter to Consul-General WILDMAN. I went on to the *Kong Pak* and arranged to go to Hongkong as a passenger. I wrote Mr. WOODS for some money. He came aboard with Dr. MACDONALD and promised to send me letters and papers which would clear me from blame. They received a pledge from me that I would not go ashore, as I might start a riot. I stayed there all day. Next morning,

CAMPKIN was on board and told me he was sent on board to see no harm came to me. WEI PIU sent me $30 (Deft. Ex. 2). The Commissioner of Customs came on board and told me that the Consul at Canton had wired for me to come there, and that Mr. HAINES would go with me to see me safely out of Chinese waters. I asked the Commissioner of Customs if any one was to arrest my crew, and got no reply. I came to Canton and asked the arrest of my crew. I have been in confinement ever since. My clothes when I went to pack up in the *Dosing* were all gone except a few dirty things. My papers were gone. I had about $125 in money and I.O.U.'s to the amount of about $1,000 to $5,000 Mex., and a bond of uncertain value for $10,000 Gold. None of these things have been returned to me. I have received no wages except the $30 from WEI PIU, as mentioned above. At the time of the struggle above described with the Compradore no one could see us from the bridge on account of the darkness. Mr. RANDALL afterward said to me that he saw nothing but only heard the shots.

(Mr. Brutton as Attorney for the Prosecutor cross-examined.)—I kept the papers, etc. mentioned above in a hand bag. After we left Wuchow I was on the bridge with RANDALL, and the Pilot was directing the direction of the course of the vessel. I had never been on the West River above Wuchow before. The Compradore did not tell me at Hongkong that he was in the habit of paying the men. Coast steamers are sometimes delayed by delay of cargo. I did not carry rancour toward the Compradore, but did remember from one time to another his disobedience of my orders. I had had to speak to the Compradore, the Engineer, the "boy," the Pilots, and the whole crew more or less for neglect of duty, disobedience of orders and the attempt to throw me overboard. I spoke in English as I speak no Chinese. From 4.30 to 8 p.m. July 7th, I was on the bridge. After the anchoring about 8 p.m. they were at dinner for about half an hour. I then put on my pyjamas. When we had one drink on the bridge after dinner RANDALL and I were sitting in chairs on the port side of the bridge facing forward and WOODS was in front of us. I cannot tell even approximately the distance from the bridge to the forecastle head. I did not see the chair the Compradore was sitting in on the forecastle head from where we sat. The first time I knew where the chair was, was when I reached the forecastle head and I went there because I heard voices there and knew that WOODS had gone there. I did not hear the Compradore say that I could have the chair if I asked civilly for it. I cannot tell how he was dressed. It was too dark. When I went forward he was leaning against the rail near the foot of the chair, between the chair and the rail. Nothing was said about throwing the chair overboard. When the first shot was fired I cannot say exactly how WOODS stood. I cannot say whether WOODS threw up his hands or not. I did not see any flash coming from the Compradore at the first shot. When I seized the Compradore's hand it seemed to me to be about the height of his chest and was not outstretched. When the first shot was fired I had hold of both hands of the Compradore after I had struck him. I think his back was toward the scuttle hatch when the shots were fired from there. I know I had my back to the starboard side and was on one knee when he broke away from me and fell. When he fell he had the revolver. I did not take it. My clothes were not torn. I was not bruised visibly to my knowledge. I do not remember telling RANDALL to tell the crew to heave the anchor. After the shooting before I went into the mess room I put on my coat over my pyjamas but did not change into my ordinary clothing until next morning. I never saw a key to my cabin door and it was not locked to my knowledge. I understand there was a key but I never saw it.

R. TOULMIN.

Judgment.

U. S. PEOPLE *v.* RICHARD TOULMIN.

On July 4th, 1898, the s.s. *Dosing*, sailing under the American flag, left Hongkong for Wuchow with RICHARD TOULMIN, an American citizen, as master, and a Chinese crew. There was and had been apparently some trifling friction between Captain TOULMIN and the Compradore CHENG LEI SAN, a Chinese subject. Captain TOULMIN was in charge of the *Dosing* temporarily, and CHENG LEI SAN in many ways seemed to feel that he was responsible only to T. S. WOODS, who held a power of attorney from the nominal owner of the vessel. There were two or three disagreements between the Captain and the Compradore before Wuchow was reached, which apparently irritated Captain TOULMIN, but were condoned by him after talking with WOODS, at Wuchow.

On the morning of July 7th Wuchow was reached. Here there was trouble between Captain TOULMIN and his "boy," resulting in a hand-to-hand encounter and in the "boy" leaving the ship, and in Captain TOULMIN getting from his cabin a revolver which he pointed at the "boy," but did not at that time discharge. This revolver, it is admitted that Captain TOULMIN then put in his pocket, saying to the Compradore that he would shoot the next one who attacked him; and saying to Mr. CAMPKIN, a Customs official, that if they continued to trouble him he would do for some of them, and saying to Mr. STROM (another Customs official), and slapping his pocket at the same time, that he would be able to take care of himself the next time, or words to that effect. These various witnesses say that at this time Captain TOULMIN was quite excited.

At Wuchow Mr. WOODS had made arrangements that the *Dosing* should convey about 200 Chinese soldiers to Tung Yuen, some 35 or 40 miles above Wuchow. Captain TOULMIN objected, and made conditions, but was over-persuaded, and the *Dosing*, between 4.30 and 5 p.m. on July 7th, 1898, left Wuchow for Tung Yuen. Captain TOULMIN collected 172 rifles from the Chinese soldiers, and locked them up before they left Wuchow. At this time he was calm and collected. About 8 p.m. the Chinese pilot said it was too dark to proceed further with safety, and says that he asked (in Chinese) permission of Captain TOULMIN to anchor until the moon rose. Captain TOULMIN answered him with "large words" (in English), and the pilot went to the Compradore, who gave him permission to anchor, and said that he himself had obtained such permission from the Captain. The witness RANDALL and the accused both testify that immediately previous to the anchoring, Captain TOULMIN, with RANDALL as interpreter, told the pilot if he ran ashore or into a rock that he (TOULMIN) would put a hole through him or shoot him, or kill him, or words of like effect. Again, it is agreed TOULMIN, while making this threat, tapped his pocket, saying "I did not have it with me this morning, but I have it now." The boat was immediately thereafter anchored, TOULMIN apparently consenting thereto.

It is agreed that TOULMIN did not eat anything during the day and evening of July 7th, saying that he feared poison During the day and before leaving Wuchow he had had two or three drinks of whiskey. He took one drink of whiskey about 5 p.m. and another while RANDALL and WOODS were eating dinner. TOULMIN says that he took two or three drinks of whiskey after that. RANDALL says that TOULMIN took several (3 or 4) drinks of whiskey between the dinner time and the time of anchoring, and three or four drinks between the time the boat was anchored and the shooting. WOODS says that he took three or four drinks after dinner, and that TOULMIN took at least twice as many. It is certain that TOULMIN took no food and considerable whiskey during the eventful day and evening.

WOODS and RANDALL testify that they had dinner shortly after the boat started, between 6 and 7 o'clock. They agree that TOULMIN sat with them during dinner, but refused to eat. TOULMIN says that WOODS and RANDALL dined after the boat anchored: that he sat with them a little time and then went to his room, divested himself of his ordinary clothing, leaving his revolver in his trousers, and put on his pyjamas and returned to the deck. After dinner WOODS slept for a time, and TOULMIN and RANDALL were together on the bridge. Captain TOULMIN was complaining to Mr. RANDALL of a general disposition on the part of the crew to disobey his orders, and RANDALL thought best to wake up WOODS. As the three talked, TOULMIN and RANDALL occupied the two deck chairs, which were on the bridge, and WOODS sat sometimes on the rail and sometimes on the deck floor. TOULMIN called to some one of the crew to get another deck chair which he knew was on board and received the answer that the Compradore was sleeping in it. He became quite excited that the owner of the boat should be sitting on the floor while a Chinese enjoyed the comfort of a chair. WOODS said "Don't get excited; it's all right;" and finally said that he would go and see the Compradore and fix the matter. He then went across the gangway to the forecastle head At this time on the forecastle head were the Compradore in a canvas chair about half-way from the bow to the aft part of the forecastle head. This chair was with its head towards the bow of the vessel and on the starboard side—two Chinese sleeping nearer the bow and probably the Assistant Compradore sleeping on the deck floor, between the Compradore's chair and the starboard rail. The two near the bow, the Pilot and the Engineer, testify themselves and were seen by RANDALL. The presence of the Assistant Compradore rests on his own testimony, supported by that of the Engineer.

WOODS had some talk with the Compradore after the latter was wakened, and TOULMIN hearing the voices went across on to the forecastle head and directly to the head of the chair, which he seized and shook and said something excitedly about

throwing it overboard or taking it away. Woods put his foot on the centre of the chair, and the Compradore apparently took hold of the foot of the chair, both endeavouring to keep it from being moved. This contention lasted only a moment. The Compradore was at the foot of the chair, near the starboard rail, about 2 or 3 feet from Woods, who stood on his left further toward the port side of the vessel, and within 2 or 3 feet of Toulmin, who stood still further port and forward. To this point all accounts agree except as to the time of the dinner, the amount of whiskey drunk, and the clothing of Toulmin. All the witnesses except Toulmin are positive that all the afternoon, and evening at dinner, before anchoring between 6 and 7 p m., and at the time of the shooting in question Toulmin had on an ordinary sack coat. Toulmin contends that he put off that sack coat and put on his pyjamas while Randall and Woods were at dinner, which he says they ate after the boat was anchored after 8 o'clock and after he had tapped his coat pocket in threatening the Pilot. Randall says that when Toulmin went on to the forecastle head, he (Randall) was on the starboard side of the bridge, which Toulmin says may be true, but he is inclined to think that he left Randall on the port side of the bridge.

When the chair was dropped Randall says that he was about 15 feet from the party on the forecastle head and saw Toulmin raise his right hand as though to fire a pistol; that he saw a flash apparently coming from Toulmin's hand and heard a report. Woods, the Pilot, the Engineer, and the Assistant Compradore say that Toulmin took a revolver from his side coat pocket and raised it; that they saw the flash and heard the report. Toulmin says that the Compradore pulled up his sleeves as though to attack; but that he is sure that the Compradore had nothing in his hands; that he (Toulmin) raised his hand (with possibly his pipe in it but no revolver) in position as though to fire, and said to the Compradore "If you make another move, I'll shoot you." At this moment, he says the Compradore shouted "Strike! Strike," and there came a shot from behind him which he thinks came from the scuttle hatch, which he says was open.

Randall says that Woods threw up his left hand, and then a second flash and report came from Toulmin's hand, and Woods called out that he was shot. Woods says that he put up his left hand to knock up the revolver, but that the second shot fired by Toulmin passed through his hand. The Chinese pilot and engineer say that after the first shot they wrapped their heads in their blankets and saw nothing more, but heard two more reports. The Assistant Compradore says that his eyes were open, that he saw no flash after the first, but heard two more reports coming from apparently the same place. Toulmin says that Woods upon the first threat to shoot, turned to him with "None of that! None of that!" and made a quick motion, and was wounded by the first shot, disappearing then from the scene; that the Compradore had by this time come around the foot of the chair and was near to him holding a revolver in his hand, which was close to and about the height of his chest, and not outstretched; that he (Toulmin) seized the Compradore's hands and a struggle ensued for the weapon; that at one time breaking away he struck the Compradore in the face with his left fist and thereafter in the struggle the revolver held in the Compradore's hand was accidentally discharged.

Randall testifies that at Woods' exclamation he went forward rapidly and from the gangway saw the third flash apparently from Toulmin's hand and toward the Compradore; that the Compradore was turned and going toward the gangway, stooping, with his hands in front of him and looking backward over his left shoulder. With the third shot, he says, the Compradore fell prone on his face on the deck with his head touching the gangway, without speaking and motionless. The Assistant Compradore says that the Compradore fell at the third shot. Woods heard nothing after the second shot. Toulmin says that in the struggle between himself and the Compradore, the revolver was fired a second time being still in the Compradore's hands; and simultaneously came another shot from behind him (Toulmin), and, he thinks, from the scuttle hatch. At this time Toulmin says that he was on one knee with his back to the starboard rail: that at these two shots the Compradore wrenched loose from his grasp, turned partly around towards the bridge, and fell prone on his face with his head against the gangway, still holding the revolver in his hands.

Randall says that he could see all the time distinctly what was done on the forecastle head; that, while Toulmin and the Compradore might have touched one another at the first and second shots, there was no struggle; that at the third and last shot the Compradore was several feet from Toulmin and with his back towards Toulmin: that the flash was directly from Toulmin's hand and toward the Compradore. Woods says that at the first and second shots he was between the two. The Assistant

Compradore says that all three were separated from each other two or three feet. TOULMIN says there was a severe and comparatively prolonged struggle, but that it was too dark to see it from the bridge or gangway. While the testimony is that the sky was partly, at least, overcast by clouds, the moon was only three days past full and even when obscured by clouds would give sufficient light at 10 p.m., about the time of this shooting, to render objects easily distinguishable at the distance (about 20 feet) at which RANDALL stood from the scene of action.

RANDALL testifies that he seized WOODS' wrist and led the latter below, WOODS having to step over the Compradore's head to reach the gangway. This WOODS corroborates. TOULMIN says that when the Compradore fell, that he looked around. The moon was just coming from behind a cloud or hill; everything was perfectly still, not a sound to be heard and no one was on the forecastle head but himself and the dead Compradore. He went below to his room pushing his way through the crowded soldiers, some of whom struck at him, he says, with swords or bamboos but without hitting him; and went to his room where he put on his sack coat, could not find his revolver nor a revolver which WOODS, he says, had brought on board and left in his (TOULMIN'S) room. He found two Winchester rifles but no ammunition, and went to the mess room where were WOODS and RANDALL. They urged him to return to his room where, if he had no light, he would be safe from the vengeance of the Chinese who would not go from the light to attack a desperate man in a dark room. When he had returned to his room, RANDALL went to the Captain of the soldiery and to the crew and urged quiet and peace, and that the anchor be lifted at once and the boat returned to Wuchow where WOODS could receive surgical aid. They were quiet and made no threats and, after he had assured them that the Compradore was dead, willingly took the boat back to Wuchow. TOULMIN came on to the bridge to where WOODS and RANDALL were and brought a rifle with him. This RANDALL forced him to lay aside. WOODS asked "Why did you shoot him?" to which TOULMIN answered "The son of a bitch deserved all he got." Upon arriving at Dr. MACDONALD'S hospital TOULMIN said to the latter that the dead man deserved all he got, but that he was sorry WOODS had been shot. Later that night TOULMIN said that the Compradore had tried to shoot him, and was shot in the struggle, and tried to impress upon WOODS and RANDALL that they could not swear that he shot the Compradore. Dr. MACDONALD examined the dead man on the forecastle head, and later made a more careful examination. He found a bullet wound at the angle of the jaw, on the left side of the face, passing through the jaw bone, he thinks, toward the right hemisphere of the brain. On account of the prejudices of the Chinese, he was unable to pursue his investigations far enough to find the bullet, but is sure the wound was a mortal one. He testifies further that there were powder grains in WOODS' hand and none on the Compradore's skin. There were no scratches or bruises on the Compradore's hands. Within a day or so TOULMIN was sent to Canton, on order of the Consul, waived preliminary examination, and has been confined at Shanghai until December 8th, when the trial was begun.

It will be noticed from the above that in regard to the first shot the evidence of two Europeans and three Chinese is only contravened by that of one European who is the person accused. Two Europeans and one Chinese contravene one European (the accused) as to the second and third shots. All the witnesses contradict the statements of the accused that there was a struggle. Put aside WOODS' testimony if you will, as biased by his interests, and the testimony of the Chinese as dictated by race feeling, and we still have the positive and direct testimony of RANDALL and certain facts undisputed and the admissions of TOULMIN to Dr. MACDONALD. Nothing has been brought forward as showing prejudice on the part of RANDALL. No serious attempt was made to impeach his credibility. In fact the Counsel for the defence declined to cross-examine as he took it as settled that RANDALL told the truth as he saw it. RANDALL'S nationality is that of the accused; his calling predisposes him to place a high value on his accuracy; his natural disposition as evidenced before us is that of a man accustomed to observe carefully and determined to see all to be seen of any given action. That he could see all this tragedy is clear. It was about full moon; the moon was either shining or just coming from shadow; the vessel was so small that from where he stood the parties in interest were not to exceed 20 feet from him; he was in no danger and could see and observe without fear or personal feeling. In his testimony he is positive and direct. He is corroborated also by certain physical facts. He testifies that WOODS was shot when very close to TOULMIN. Dr. MACDONALD finds powder grains in WOODS' wound. He testifies that the Compradore was farther away from TOULMIN at the third shot, stooping, looking back over his left shoulder. Dr. MACDONALD found no powder in the Compradore's wound, the ball striking the angle of the jaw on the left side of

the face, and ranging upwards, but without force enough to make its egress from the skull. TOULMIN testifies that WOODS was wounded by a shot from the scuttle hatch, while the shot which killed the Compradore came from his own pistol, held about the height of the chest. In that case the powder grains would be in the Compradore's wound, and not in WOODS'. These facts corroborate RANDALL and not TOULMIN. Again it must be taken into consideration that TOULMIN is the accused. RANDALL, so far as one can see, is disinterested. We see no reason to doubt the substantial accuracy of RANDALL'S testimony alone, which is positive that the deceased CHENG LEI SAN came to his death from a wound from a pistol held in the hands of and fired by the accused, RICHARD TOULMIN.

We see no evidence of any premeditation of this crime. The testimony goes to show that TOULMIN, weakened by lack of food and excited and irritated by liquor, the heat, and by petty annoyances which would probably have been laughed at by him under other circumstances, having in his possession ready for use a weapon and somewhat imbued with the contempt too common among some for the value of native human life, in a moment of passion fired the fatal shot. This does not lessen his responsibility toward the law nor the obligations of this Court to punish him according to law. It is the belief of this Court, however, and we desire to put that belief on record, that the accused though guilty of murder is not of that character which deliberately, cruelly, and urged by vicious instincts premeditates and with fixed purposes, plans a crime.

We see no evidence of such provocation as removes the crime from the legal definition of "malicious." We see nothing in the evidence on which to base the claim of mutiny of any description. Even had there been serious provocation and trouble before reaching and at Wuchow, there was nothing to compel the accused to go on from Wuchow in the boat. By his own act in consenting to make the further trip into a disturbed country and at night, with the same crew with which he had made that and other voyages, the accused proclaimed his confidence in that crew. Neither can any claim of mutiny be based on the action of the Pilot in anchoring when he thought it too dark to proceed. Neither can any sufficient provocation be found for taking a human life in a petty squabble over the possession of a chair. All the evidence when considered is against there being any attack by the deceased on the accused which would warrant his taking life in self-defence.

Therefore having heard and tried the complaint in the foregoing case, filed by CHENG KAM CHUEN, brother of the deceased CHENG LEI SAN, H. R. WILLIAMS, Jr., U.S. Vice-Consul in charge at Canton, and JOHN GOODNOW, U.S. Consul-General for China, assisting by order of the Department of State, U.S.A., both acting judicially, find RICHARD TOULMIN, a citizen of the U.S.A., guilty of murder, by wilfully, unlawfully and maliciously shooting at CHENG LEI SAN, a subject of His Majesty the Emperor of China, on the 7th day of July, A.D. 1898, on the steamship *Dosing*, flying the American flag, on the West River, in the Province of Kwangsi, in the Empire of China, in the Admiralty and Maritime Jurisdiction of the U.S and out of the jurisdiction of any particular State, of which shooting said CHENG LEI SAN died on July 7th, 1898, at said above described place:—without capital punishment: the punishment whereof is imprisonment at hard labor for life.

Wherefore we adjudge and sentence the said RICHARD TOULMIN to imprisonment for the term of his natural life at hard labour from this day in the prison for American convicts at Shanghai—China—or at such other place and prison as may be designated by the President of the United States.

In witness whereof we have set our hands and official seals this thirteenth day of December, A.D. 1898, at Canton, China.

[U.S. Consular Seal.]

H. R. WILLIAMS, JR.,
U.S. Vice-Consul in charge;
Acting judicially.

JOHN GOODNOW,
Consul-General acting judicially and assisting in this trial by order of the Department of State.

We concur in the above decision and sentence.

E. B. WARD.
IAC. J. LOSSIUS.
H. K. SHUMAKER.
J. S. MURRAY.
} Associates,

Shanghai China
Jan 21 1899

I hereby certify this to be a correct copy of the evidence and judgment in the within described case.

Signed John Goodnow
Consul General USA
Shanghai
existing in said Empire by order
Department of State U.S.A.

Legation of the United States of America
Peking China February 6th 1899

Richard Perkins having been convicted of murder and sentenced to imprisonment for life at hard labor by the United States Consular Court at Canton China on the 13th day of December AD 1898— the Consul General and all the Associates in the trial concurring in opinion — I hereby approve the conviction and sentence as set forth in the within certified proceedings of the case.

Seal

Signed. E H Conger
Envoy Extraordinary and Minister
Plenipotentiary of the United States of America.

I hereby certify that the above is a true copy of the endorsement of John Goodnow Consul General and E H Conger Envoy Ex & Min PUSA as signed by them on the sealed copy of evidence and testimony as herein and above described and now in the Consulate General February 16 1899.

John Goodnow
Consul General USA
Shanghai

File

No. 156

Consulate-General of the United States,

INDEX BUREAU
REC'D.
MAR 6 '99
DEPT. OF STATE

U.S. Consulate General,
FEB 3 1899
SHANGHAI, CHINA.

, 189 .

3rd. ASST. SECRETARY
MAR 6 1899

Mr. Goodnow

To the Department of State.

Subject:

J. C. Chung

Abstract of Contents.

Enclosing letter J. C. Chung.

Consular Bureau.

MEMORANDUM.

March 8,1899:

Mr. Adee:

Mr. Goodnow's report in this matter isnow in the hands of Mr. Cridler and I suggest that this be held until the whole question is taken up on his return. From recent correspondence with the Treasury it looks as if this interpreter had been one of a ring engaged in smuggling Chinese into this country and generally he seems to have been a scoundrel. I do not know what conclusion Mr. Goodnow arrived at in his report.

R.S.L.

No. 156

Consulate-General of the United States,

Shanghai Feb. 3, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith letter from T.C. Chung, suspended Interpreter at Canton; and ask instruction thereon

I have the honor to be

Sir

Your obedient Servant

John Goodnow

Consul General

In #56 Shanghai

No. 67, Rua do Campo, Macao.
Feb. 1st 1899.

To
The Hon. John Goodnow.
U. S. Consul-General
Shanghai,

Dear Sir:-

I lost the opportunity of seeing you for further instructions so I waited in Hongkong many days for the purpose of meeting the Consul, Dr. Edward Bedloe, but I was equally disappointed in my three different attempts. I was told that he returned about a month ago, when he started for Manila at once for the purpose of seeing Admiral Dewey to secure the release of the confiscated steamer "Abbey." I was further advised that he have returned to Hongkong and I made several attempts to see him, but my efforts were equally unsuccessful. Now, I am quite sure that our reinstatement is out of the question, but how am I to secure my salary - up to Sept. 27th '98 - and all my properties which are in the Consulate. Kindly advise me what to do. I and my family will be grateful to you for any assistance that may be within your power to render, and the lesson I learned at this incidence - however costly - may serve as my future guidance in other spheres of life.

Yours obediently, I. C. Chung.
U. S. Interpreter

No. 157

Consulate-General of the United States,

INDEX BUREAU
REC'D.
MAR 22 '99
DEPT. OF STATE

U.S. Consulate General
FEB 16 1899
SHANGHAI, CHINA.

, 189 .

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
MAR 27 1899

Subject:

Abstract of Contents.

Enclosing letter U.S. Consul at Amoy.

No. 157

Consulate-General of the United States,

Shanghai Feb 16, 1899.

Honorable J. Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith letter rec'd from the U.S. Consul at Amoy. I have written him that I am unable to answer his questions and have referred his letter to you - I have the honor to be

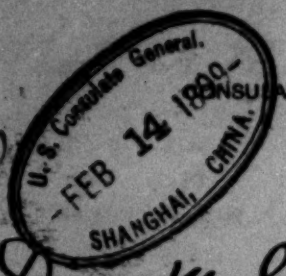
Sir

Your obedient servant

John Goodnow

Consul General

Enclosed in 157 - Shanghai



CONSULATE OF THE UNITED STATES
OF AMERICA.

Manoy Feb 8- 99

Dear Mr Goodnow:

Do you consider that Sovereignty has past from Spain & America in the Philippines? If not then to what if any extent are we as Consuls to take note of the government de facto?

Has a Spanish Consul still the right to recognize and act in behalf of Spanish subjects at Manila other than Natives born Spaniards who may elect to retain allegiance to the Spanish Sovereign?

What is the status of a Chinese born Celestial who has been naturalized at Manila and who declares his intention to let his allegiance pass with the passing of Sovereignty?

All these questions have confronted me recently and I would be very much obliged if you would give me the benefit of your opinion.

Wishing you and yours a happy Chinese New Year

I am sincerely

A Burlingame Johnson

Ast Bureau

No. 2

Consulate-General of the United States,

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U.S. Consulate General.
FEB 18 1899
SHANGHAI, CHINA.

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Mr. Goodnow

To the Department of State.

3rd ASST. SECRETARY
MAR 27 1899

Subject:

Election as Senior Judge Consular Courts

Ack'd by Subject June 2. 1899.

Abstract of Contents.

No. 2

Consulate-General of the United States,

Shanghai Feb 18, 1899.

Honorable A Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to inform you that the Council at Shanghai has elected as the Consular Court the representatives of the United States, Great Britain and Germany and that I am now the presiding Judge of that Court.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow

Consul General, U. S. A.
Shanghai.

Cons Bureau

No. 158

Consulate-General of the United States,

U.S. Consulate-General
-FEB 20 1899-
SHANGHAI, CHINA.

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acks + to
Chamberlain
Secretary
April

Mr. Goodnow

To the Department of State.

DIV. ASST. SECRETARY
MAR 27 1899

Subject:

Proposed consulate at Suyatow.

Abstract of Contents.

Reply to dept's 7/02

No. 158

Consulate-General of the United States,

Shanghai Feb. 18, 1899.

Honorable Thos. W. Cridler

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying to yrs #102 of Dec 12th, I would respectfully report that, from information at hand, but without having visited Swatow, I see no necessity at the present time for locating a U.S. Consulate ~~office~~ at Swatow +

Passing over the general arguments against new Consulates in China, such as difficulty of obtaining suitable and accurate interpreters and liability of abuse and misuse of our judicial power, I do not see sufficient demand for protection of American citizens or trade at that point to justify the expense and dangers of a consulate there +

There are now 21 American missionaries at or near Swatow: all of one mission and headed by Rev. Wm Ashmore who is

abundantly capable of looking after their interests and welfare. The native city has about 35000 inhabitants and is not anti-foreign. Great Britain and Germany are represented by Consular officers.

There are no Americans in business in Swatow and we have no trade directly from the United States to this port or vice versa. In 1897 the articles, all or part of which were originally from the United States, imported into Swatow, are as follows:—

American drills	value	$ 621.36
" jeans	"	7,922.88
" sheetings	"	84.96
" Kerosene	"	43,619.04
" ginseng	"	73,464.48
Flour	"	35,155.44
butter and cheese	"	836.64
Machinery	"	1,903.68
Timber - all kinds	"	2,650.32
Total of above items		$166,258.80

You will notice the small quantity imported of lumber and butter and cheese, the two items complained of as excessive in their cost at Swatow.

The principal exports from Swatow in 1897 were

Beancake	value	$2,218,630.32
Beans	"	886,635.36
Hemp	"	470,345.04
Silk of all Kinds	"	323,026.56
Tea		12,114.72

In view of the above facts, I would suggest that all our interests at that place could be conserved by an arrangement whereby the English Consul there would also take charge of American matters. Should it be at any time necessary, the U.S. Consul at Amoy could be sent to Swatow to settle special difficulties. Amoy is only 150 miles from Swatow and the Amoy consul is not busy all the time. I would recommend that such arrangement be made if possible.

I have the honor to be
Sir
Your obedient Servant
John Goodnow
Consul General -

Mrs. Eva
Seattle Chamber of Commerce
305 Canton

Cons Bureau

No. 159

Consulate-General of the United States,

, 189 .

Mr. Gordon

To the Department of State.

Subject:

Money orders.

Copy to P.M. General for his information & for such expression of views as he may think advisable to communicate to Consuls

Done April 3.

Abstract of Contents.

No. 159

Consulate-General of the United States,

Shanghai Feb 19, 1894.

Honorable J Hill

Assistant Secretary of State,

Washington, D. C.

Sir: I beg to hand herewith advertisement of the Japanese P.O. here of money orders to the U.S.: and to recommend that this be made a postoffice for the sale of money orders on the United States. I believe that such course would increase the number of consumers sending retail orders for goods to the United States. There would be no increase in cost of the postoffice here.

I would suggest also that all other postoffices sell 5¢ stamps for 10 cents Mexican. We are obliged to charge practically 10½ cents Mexican.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Ast Bureau

No. 160

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Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
MAR 27 1899

Subject:

Custom Consulate

Abstract of Contents.

Confirming telegram—

Second Assistant Secretary's Room.

Mr Crider

APR 7 1899

What was done about this telegram?

aal

Mr Crider has the Tel. & says please send this to him King

Apr. 7.

No. 160

Consulate-General of the United States,

Shanghai Feb 20, 1899.

Honorable Thos W Cridler

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to confirm my telegram of Feb. 19th 1899 as follows

"Bedlow reports Williams resigned left China he resuming office, letter disapproved + Direct suitable person take charge Canton office immediately + Answer"

This was an utter surprise to me and I wired Rev. E. Nelson, acting Vice Consul at Canton, asking if Williams had gone and instructing him, if so, to take charge, & also notified Consul Bedlow not to take charge and the Canton Viceroy that Nelson was in charge. Nelson is a busy missionary and unwilling to take charge for long and no suitable person can be had in

in Hong Kong or Canton at the present time. Accordingly I have arranged that A.W. White, Deputy Consul General will leave tomorrow for Canton and remain there until the affairs of the Consulate are settled by you & a substitute can be gotten to fill his place temporarily as clerk in this Consulate. I would confirm my telegram of this date to you -

"White leaves tomorrow for Canton. Nelson temporarily in charge. If new man coming suggest Martin Canton new man Chinkiang."

I have ventured to make this suggestion from the fact that Chinkiang is a less exacting post at present than Canton and a new man could get his bearings sooner at Chinkiang than at the harder place. Also Martin has had much grief in the loss of his wife at Chinkiang & would welcome removal to a new place. His record at Chinkiang, so far as my knowledge goes, has been good -

I have the honor to be
Sir,
Your obedient Servant,

Willard Woodward
Consul General, U.S.A.
Shanghai.

Cir Bureau

No. 161

Consulate-General of the United States,

, 189 .

Mr. Gardner

To the Department of State.

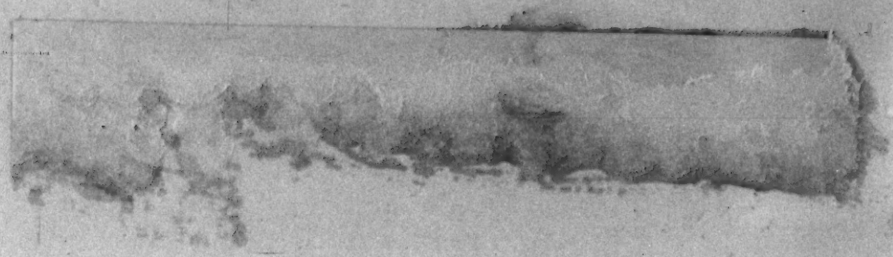
Ans. April 10, 1899.

Subject:

Opium shipping from Chungking

Abstract of Contents.

Enclosing despatch from Consul Smithers -



No. 161.

Consulate-General of the United States,

Shanghai Feb 23, 1899.

Honorable D. J. Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith copy of despatch of 2nd Feb. from Geo. Smithers, U.S. Consul, Chungking, as J. T. Childs Jr is U.S. Marshal at Hankow, I deem it only proper to hand you Consul Smithers charges for such instructions as you may deem proper.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Enclosure in No 161 Shanghai -
Copy.

CONSULATE-~~GENERAL~~ OF THE UNITED STATES
OF AMERICA.

Chungking ~~SHANGHAI~~ 2nd Feby 189.

Hon. John Goodnow
U. S. Consul General.
Shanghai

Sir.

I have the honor to confirm my telegram in cipher under date the 1st inst. as follows:-

"Goodnow, Shanghai"
"Child Hankow is again interested conveyance
"opium by chartered junk in name of Stout
"British.
"Smithers"

I have it on good authority that the firm of Kungtai with which Mr. J. J. Child Jr. is associated, have been despatching junks from this port to places down river to the number of twenty during last month, in the name of Stout a British subject resident at Hankow, with the intention of overcoming a clause in our Treaty with China, in respect to opium. Yesterday the Agent of Messrs Kungtai was at my office and substantially admitted that the above was the case. I informed him that he could not use the name of Mr. Stout a British subject in the charters of junks, which he was representing

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, , 189 .

representing Mr. Child an American citizen.
The trade carried on in the name of Stout was contrary to Treaty provisions between China and the United States, and that Mr. Child would be considered as an interested party in the conveyance of opium between treaty ports.

As you are aware I communicated to you sometime ago, the practice which had been in vogue prior to my arrival by the same firm, of using the name of Gardiner also a British subject which was done to evade our treaty stipulations as in the present case. Through my representations made to you, a stop was put to the above, and now the same practice is being tried only with the use of a different name.

I have the honor to be
Sir.
Your obedient servant.
(Sgd) Geo. F. Smithers
U. S. Consul

Cons Bureau

No. 167

CONSULAR BUREAU.
NOTED.

Consulate-General of the United States,
Shanghai Feb 27, 1899.

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3rd. ASST. SECRETARY
APR 1 1899

Mr. Goodnow

To the Department of State.

ack by form

Subject:
Death Rev. Howie & copies to
A. R. Johnston &
O. Wilkinson

Abstract of Contents.

No. 162

Consulate-General of the United States,

Shanghai Feb 27, 1894.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to report the death of an American citizen George Howie, who jumped overboard from the P/S Gairin enroute from Shanghai to Shanghai on Feb 3d 1894 at about 11:30 A.M. the Las given as his friend Otis Wilkinson Esq. Attorney at law, 206 Broadway New York City.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

No. 163

Consulate-General of the ~~United States~~

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Mr. Goodnow

To the Department of State.

BUREAU OF APPOINTMENTS, APR 4 1899 Department of State.

Oath papers in app. Bureau
Ack'd 4 bond approved Assay &c.
Apr. 5. 1899.

Oath notice Consul Shanghai

Subject:

Bond as Marshal.

Abstract of Contents.

Enclosing Mr Derby's bond, oath & application

No. 163

Consulate-General of the United States,

Shanghai Feb 28, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to hand you herewith bond, oath and application Gen. Darby for the position of US Marshal.

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U. S. A.
Shanghai.

Ent Bureau

No. 164

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Consulate-General of the United States,

Rec'd. Feb. 28. 1899
MAR 1 1899
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Mr. Goodnow

To the Department of State.

Ans. April 10, 1899.

3rd. ASST. SECRETARY
APR 3 1899

Subject:

Consulates in China

Abstract of Contents.

Recommending tour of

Consular Bureau.

MEMORANDUM.

Approved

April 7, 1899.

Mr. Cridler:

I entirely agree with you as to the advisability of this inspection and see no reason why it cannot be made before July first. I suggest that we send the instruction by cable so he can start as soon as possible. He can look into the charges against the marshal at Hankow while inspecting the office. There are rumers that the late interpreter at Hankow, Mr. Jenkins, was engaged in some illicit business of this kind and from this it would appear that this abuse still exists.

MEMORANDUM.

Unless Mr. Goodnow can make arrangements with his Vice Consul General to waive salary during his absence, the salary of the Vice Consul General will have to be paid from the Emergency Fund.

No. 164.

Consulate-General of the United States,

Shanghai Feb 28, 1894.

Honorable A J Hee

Assistant Secretary of State,

Washington, D. C.

Sir:

I would respectfully recommend that I be instructed to visit, as the work here will permit, all the consulates in China except Chungking and to report on the condition & personnel of each office and on the needs of the Consular Service in China as a whole—

I can not too strongly urge the need of this & I have already visited Canton & Amoy & the others could be visited in a short time and at little expense.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Ist Bureau

No. 165

Consulate-General of the United States at
Nanking, China.

MAR 1 1899

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Acknd April 11

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY. APR 8 1899

Subject:

Vice Consul at Canton

Abstract of Contents.

Enclosing Mr Williams resignation +

No. 165

Consulate-General of the United States,

Shanghai March 1, 1899.

Honorable J. Hee

Assistant Secretary of State,

Washington, D. C.

Sir:

I hand you herewith copy of letter H R Williams Jr. dated Feb 27 desiring me to hand you his resignation as Vice Consul in Canton: which resignation I would recommend be accepted.

The resignation as filed in the Canton Consulate bears date Feb. 1st 1899. It was accepted by Consul Bedloe, I understand, Feb 18th and today I have first rec'd notice thereof.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

Enclosed in #165 Canton
Copy

Hongkong, February 24th 1899.

Hon. John Goodnow
U. S. Consul General.
Shanghai, China.

Sir

I have to respectfully report that by reason of business interests I have been obliged to request the acceptance of my resignation of the office of Vice Consul of the United States at Canton. On the 18th inst. I handed over keys, moneys etc. of the Consulate to Consul Edward Bedloe from whom I received them when charge of the Consulate was handed over to me on October 10th 1898.

I shall thank you to express the above to the State Department at Washington, D. C.

Very respectfully yours.

(Sgd) N. R. Williams

No.

Consulate-General of the United States,

, 189 .

Mr.

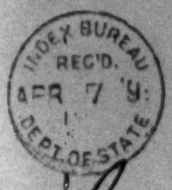
To the Department of State.

Subject:

Abstract of Contents.

Ist Bureau

No. —



Consulate-General of the United States,

, 189 .

Mr. Goodnow

To the Department of State.

Subject:

Arms from Ningkuo ack + Copies to War & Navy tlw

Apr. 10.

Abstract of Contents.

Enclosures
Telegram Wildman to Goodnow
" Goodnow to Martin
Report Martin to Goodnow

copy to Navy Apr. 13. tlw

See instr. Apr. 13.

No. =

Consulate-General of the United States,

Shanghai Mch 7, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you copies
I Telegram Consul Gen'l Wildman to
me re Shipment arms from
Hankow to the Philippine Insurgents.
II My telegram instructions to
Consul Martin
III Consul Martin's report

I desire to commend Consul Martin
for his promptness and thoroughness
in this matter -

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U. S. A.
Shanghai.

I have written Asst White, in charge at
Canton to call this matter to the
attention of the Viceroy at Canton: and
see to it that none of these arms get
from Canton to Luzon JG.

Enclosure 1 in despatch Mch 2/99
Shanghai

Copy

Telegram

Hong Kong
Feb 19 99

Rebel rifles two million
cartridges on lighter
at Nankin + Que, Secretary
Viceroy reported interested
De Lonza in charge

Wildman

Enclosure 2 in despatch Mch 2/99
Shanghai

Copy

Telegram

Shanghai
Feb 20 1899

Martin Chinkiang

Wildman arres
large amount rebel rifles and
ammunition on lighter at Nanking
Foreign Secretary reported interested
DeSouza in charge. Go quickly;
investigate thoroughly and quietly:
wire promptly movements

Gardner

145

Enclosure 3 in dispatch Mch 2/99
Shanghai

Copy

Consulate of the United States
Chinkiang Feby 24-1899

Hon. John Goodnow
Consul General
Shanghai

Sir

I have the honor to transmit to you the following report of my investigation at Nanking as per your order by cipher Telegram, dated February 20th. There being no steamer going up the night of the twentieth. I waited until the evening of the twenty first, and then taking my official Chair and Waterpaiter. I proceeded to Nanking to find if possible, the rifles referred to, or at least to make arrangements to stop their movement. On a former visit to Nanking I had discovered that a Mr Spitzel and Mr Sylvester had been

in the City, and Mr. Yen the Chinese Official close to the Viceroy had requested Dr Beebe an American of high character to entertain them, saying he was connected with them, in some business matters.

I was therefore satisfied that if arms were being moved from Nanking, various Chinese Officials must be in the deal; and discovering that my arrival was noted by a petty Official, who would report it at once. I told my interpreter to go at once to the Taotai and say to him I wanted an interview with the Viceroy at once as I wanted to return home, and to say if any excuse was made, it was pressing Government business, and I must see him at once, and the only person I could consent to have present, was perhaps the Taotai himself being thus honored he went at once to the Viceroy privately, and made known my request, he was sick in bed, and asked to be excused until the

next day, but as my request was for that afternoon the Taotai urged I would be willing to come to his private apartments, as I did not want any one present. He answered if I would waive all ceremony and come to his private room, he would see me at once (I had been entertained by him four days before).

They reported to me the result of my request, and I went at once, all ceremony was not waived however, the center doors were thrown open and the Viceroy looking quite ill gave me a welcome On being seated about a table, though but four cups had been placed before the chairs, many crowded about. I requested they retire, which they did, heavy curtains fell before the door-ways behind which I have no doubt many stood waiting to hear, what I had to say

I informed him that arms and ammunition were being loaded on lighters at Hanking for

the Philippines, that our Government knew the number of rifles, the amount of ammunition, the people engaged in the work, and the Chinese high in office, whom I knew were connected with the same people in some business ventures.

He informed me he had received a telegram from our Minister at Peking, informing him, arms were being smuggled out of China in the southern part of one of the Provinces he had Jurisdiction over, but did not locate it. The Tsung-li-Yamen had also wired him, and he had sent out the most stringent orders to all Lekin Officials, promising them a handsome reward in money and advancement in rank if they capture any arms, being smuggled.

However on my placing the loading of them in Nanking he thought he had a solution of the whole mystery

Sometime ago the Governor of Kwang-si

Province requested him to let him the Governor have 2000 rifles and some ammunition for them His, the Viceroy's nephew who is a Taotai came to see him on his 70th birth-day, and was delegated by the Governor of Kwang-si to take the rifles back with him. He, the Viceroy first thought he would ship them via steamer to Canton, and request the Viceroy there to receive them, and have them, reshipped to the Governor of Kwang-si

He found the steamers would take the rifles but their charge for taking the ammunition was so high, he concluded to ship the whole via the inland waters of Kwang-si, and they were now in lighters or Chinese boats ready to go. With a good laugh, he said he felt sure that was a solution of the smuggling mystery However he would not relax his vigilance.

Such were the relations of America, England

and Japan, to China, that he and all other Chinese, who had power would do all they could to prevent such a thing; moreover if they could smuggle out, they could smuggle arms in, and self-protection required the utmost vigilance to prevent any such a possibility and so forth.

He then sent for the copies of the Telegrams he had sent out to all Lekin Officials, the answer of the Chief of the Lekin Stations Thanking him for his promptness and promising to report his solution to you I retired with the invitation to come right to him any time I knew of anything endangering the peaceful relations of China and America

The next morning Feby 23 I proceeded to return home, On reaching the boat landing I found the steamer would not be in for six hours I then took a carriage and went to

the Naval College, on my way up the street I passed many boxes of uniform size, on investigation I found they were cases of rifles. I found the lighter they were being loaded on, they reported they were going to Hunan Province.

I left my Interpreter to find out how many they were shipping, there seemed to be no secret about it, but I determined to know how many, when, and where they were going. That I will report to you later.

As it is facts and not opinions you want, I abstain from making any comment on what I found and was told to day

If there was a coon I think he is treed, and if he attempts to come down we will have him

I have the honor to be

Sir

Your Obedient Servant.

(signed) Wm Martin

Cons Bureau

No. 166

Consulate-General of the United States

U.S. Consulate-General.
MAR 6 1899
SHANGHAI, CHINA.

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DEPT. OF STATE

3rd. ASST. SECRETARY.
APR 12 1899

Mr. Goodnow

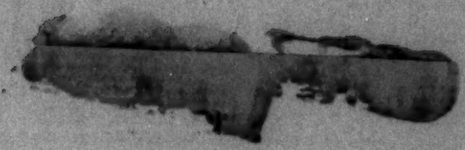
To the Department of State.

Subject:

Loaning case.

ack. by form.
Apr. 14.

Abstract of Contents.



No. 166

Consulate-General of the United States,

Shanghai Mch 4, 1899.

Honorable J. F. Hill

Assistant Secretary of State,

Washington, D. C.

Sir: Replying to yrs Nr 117 received today, - the Toulmin case was submitted to the US Minister as soon as I could get a certified copy of the evidence: was approved by him: and a certified copy of testimony, judgment and approval by the Minister sent yrs Feb. 16th in an unnumbered dispatch.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

Schuster

No. 167

Consulate-General of the United States,
Shanghai March 4, 1899.

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APR 7 '99
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Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY.
APR 8 1899

Subject:
Loulmin Ans. Apr. 12.

Abstract of Contents.

SOLICITOR'S OFFICE
APR 10 1899

My dear Cridler

Are do I see any objection

W L P

No. 167.

Consulate-General of the United States,

Shanghai March 4, 1897.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to Rich[d] Toulmin now in this jail under sentence of imprisonment for life, I find that the man retains his health and in this prison I am able to use him copying records so that he puts in 4 hours per day regularly at that sitting in the Marshal's room.

I would recommend that he be left here until or unless his health breaks down. He is contented and finds the jail comfortable and is of considerable assistance by his work.

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

No. 22

Consulate-General of the United States,

U. S. Consulate General
MAR 7 1899
SHANGHAI, CHINA

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MAR 7 99
DEPT OF STATE

Mr. Goodnow

To the Department of State.

ack by conn.
April 10.

Subject:

Register of citizens.

Abstract of Contents.

No. [redacted]

Consulate-General of the United States,

Shanghai March 7, 1894.

Honorable A. Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith list of American citizens in this Consular District, Dec 31/93 as per register kept here-

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

Enclosure in dispatch Mch 7 1899 Shanghai

REVISED

REGISTER OF AMERICAN CITIZENS.

U. S. CONSULATE GENERAL, SHANGHAI, CHINA.

(1)

NAME.	PLACE OF BIRTH.	OCCUPATION.
Allen, A. H. (Mrs.)	Atlanta Ga	
Allen, A. H.	Shanghai	I. M. Customs
Allen, Young J. wife 3 dau	Burke Co., Georgia	Missionary, 10, Quinsan Rd.
Ashley, C. J.	Pembroke Mass.	Sailmaker, 53/56, Tsingpoo Road
Ayer, Mary A. M.D.	Connecticut	Med. Missionary
Anderson, Charles	Malmo, Sweden	Mariner, Miller Road
Anderson, Frederick	Calsburg, Sweden	Mariner
Anderson, Charles	Ystan, Sweden	Mariner, U. S. N. Hongkew Fire Station
Anderson, D. L.	South Carolina	Missionary
Anderson, D. L. (Mrs)	Virginia	
Anderson, Cecil P.		
Anderson, Ida		
Anderson, (Miss) Ida	Georgia	Soochow
Atkinson, (Miss) J.	Alabama	Missionary 4, Thibet Road
Alexander, Arthur	Cairo Egypt	Painter
Bisbee, A. M.	Plymouth Mass.	Coast Inspector, I. M. Customs
Bradbury, L. J.	Philadelphia, Pa.	Engineer
Bassett, Thomas F wife	New Bedford, Mass.	Mariner, 56, Bubbling Well Road
Boone, Henry William	Batavia, Island of Java	Physician, 4, Minghong Rd.
Boone, Henry W. (Mrs.)	Michigan	
Bennett, Charles C.	Beverly, Mass.	Merchant, Mustard & Co.
Bennet, George W.	Portland, Maine	Boarding-house keeper, Cleveland House
Buchanan, W. George	Bath, Maine	Master Mariner, Mustard & Co.
Blethen, G. C.	Phipsburg, Maine	Mariner
Brown, Theodore B.	Boston, Mass.	Mariner
Berninger, (Miss)	Pennsylvania	Missionary West Gate S'hai
Britton, T. C.	Northampton Co. N. C.	Missionary S. Bap. M. S'hai

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Bryant, Nelson E.	Plymouth, Mass.	I. M. Customs
Brown, Oswald E.	Canton, Mo.	Missionary
Beach, James Henry	Malone, N. Y.	Yangtsze Pilot
Biel, August	Hoboken, N. J.	U.S.S. "Concord"
Barchet, Stephen P.	Annapolis, Md.	Missionary Physician, Am. Bap. Mission, Kin Hwa
Barchet, Mary E.	Annapolis, Md.	Missionary
Butland, Geo.	Nat. Papers	Master Mariner
Bright, Geo.	Nat. S. F. Oct. 19/1896	Mariner
Brady, (Mrs.) P.	Buffalo N. S.	
Bell, J. A.	Shanghai	China Brick Co.
Bell, (Mrs.) J. A.	Chinkiaug	
Bell, E. J.	Shanghai	Clerk China Brick Co.
Bell, J. G.	Shanghai	Clerk
Bell, Geo.		
Bell, (Mrs) Annie		Missionary
Bell, Annie Jr.		
Boone, Anna A.	Shanghai	
Boone, H. W. Jr.	Shanghai	
Boone, W. De K.	Maryland	
Boone, Mary M.	Shanghai	
Ball, F. D.	Shanghai	Mgr. American Tr. Co.
Ball, Virginie K.	N. Y. City	
Ball, G. L.	Kobe	
Berry, Mary	Hantsville Ala.	
Bennett, C. R.	Shanghai	
Bennett, Gordon P.	Beverly Mass.	
Bennett, Laura E.	Beverly Mass.	
Burnett, C. Mary	Southamton N. S.	Teacher
Berninger, Marthu	Penna	Teacher
Bryant, Emeline L.	Marshfield Mass.	
Bryant, C. C.	Tamsiu	
Bryant, Flora O.	Shanghai	
Bryant, Beatice H.	Shanghai	

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Bash, A. W.	Canton C.	Agent A. C. D.
Bash, (Mrs) A. W.	Columbus O.	
Bash, (Miss) C. C.	Port Townsend W. N.	
Bash, (Miss) Mary	"	
Bash, (Miss) Evangeline	Roanodke Ind.	
Britton, (Mrs.) T. C.		Missionary
Britton, T. C. Jr.		
Britton, R. S.		
Bassett, Russell	Shanghai	
Brown, John	San Francisco	Mariner
Brown, (Mrs.) John	Soochow	
Burrel, Albert	Detroit, Mich	Mariner
Ball, F. P.	N. Y. City	Mgr. American Tr. Co.
Brennan, W. H.	Kiukiang, China	Customs Office
Brennan, Julia	London, England	
Biddle, C. A.	Oakland, California	I. M. Customs
Biddle, (Mrs.) C. A.	Boston, Mass.	
Binard, Fred.	New York City	Mariner
Bridge, Lillie F.	Bethany, Conn.	Missionary, Inland Mission
Bailie, Joseph	Ireland	Missionary, A. Presb. Mission
Boardman, (Miss.) E.	Alabama	Missionary, Hangchow
Bomer, (Miss.) M.	Virginia	Missionary, 82, Rue Palikao
Boynton, (Miss) E. M.		Missionary, Am Baptist Miss.
Bryan, R. T.	Kenansville, N. C.	Missionary, " " "
Burdick, (Miss) S. M.	Alfred, N. Y.	Missionary West Gate S'hai
Burke, W. B.	Georgia	Missionary, Soochow
Blaine, J. Mercer	Virginia	Hangchow Dist.
Beck, Albert	Kansas, City, Mo.	Mariner
Bencroft, Lula	Baltimore, Md.	
Beach, Engenia Ella	Havre, France	
Bentley, W. P.	Wilmington, Ohio	Missionary
Bentley, (Mrs.) W. P.	Braddock, Pa.	Missionary
Bentley, Sara Harlan	Shanghai	Missionary
Bentley, Beatrice M.	Shanghai	Missionary
Blum, Maurice	Nat. New Orleans 1872	Merchant

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Cook, M. H.	Weymouth, Mass.	Sailmaker & Rigger, 1061, Broadway
Conklin, David	Canterbury (New Cornwall) N. Y.	Tide Surveyer, I. M. Customs
Cocker, W. E.	Clifton, S. C.	Missionary
Crozier, William N.	Paris, Ill.	Missionary, Am. Presb. Miss.
Crozier, Sue Blake	Miccosukie, Fla.	Missionary, „ „ „
Crofts, D. W.	West Point, Ohio	Missionary, Ichang
Conklin, Louis Eldridge	Honam, Canton, China	
Conly, Charles	Boston, Mass.	Mariner
Cobb, Lilian	Mt. Cobb, Pa.	Missionary, Woman's Union Mission
Caldwell, C. N.	Alabama	Missionary, 5, Park Sane
Caldwell, (Mrs.)	Kentucky	Missionary
Campbell, (Miss) J. P.	Georgia	Missionary, Soochow
Coffey, (Miss) E. R.	Virginia	Missionary
Coffey, J. J.		Clerk, Municipal Council
Cline, J. W.	North Carolina	Missionary
Cline, (Mrs.) J. W.	Arkansas	Missionary
Catell, Dr. Francis F.	Princeton, N. J.	Physician
Campbell, Eleanor M.	Shanghai	
Cossum, W. H.	New York City	Missionary, Ningpo
Crummer, (Miss) L.	Illinois	Missionary, St. John's College
Cunningham, (Miss.) E. W.	Huntingdon, Pa.	Missionary, Ningpo
Corbin, (Miss.) H. L.	Ypailanti, Mich.	Missionary, „
Cogdal, Mary E.	Petersburg, Ill.	Missionary, South Gate
Caughell, John	California	Mariner, Miller Road
Cary, W. & Co.	New York City	Merchant
Cary, (Mrs.) Wm.		
Churchill, H. W.	Plymouth Mass.	Dunning & Co.
Davidson, David	Sevalk, Russia	Manufacturer, Family Hotel
Davidson, (Mrs.) David	Paris	

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Danforth, Albert W.	Boston Mass.	Mech. Engineer, 35, Szechuen Road
Danforth, (Mrs.) Albert W.	Cairo, Ills.	
Davis, A. C.	Shanghai	
Davis, D. H.	New Bremen	Missionary, West Gate
Davis, S G.	Shanghai	Missionary, „ „
Davis, T. G.	Shanghai	Missionary, „ „
Drury, B.	Boston, Mass.	Mariner
Dunning, E. H.	Georgetown, Del.	Merchant, Astor House
Dubarry, P. R.	Turbes, France	I. M. Customs
Dooly, John W.	New York City	Clergyman
Dreyer, F. C. H.	Dunmore, Pa.	Clergyman, Kuh Wu Shangsi
Derby, Geo. A.	Warren Co., Pa.	Physician, U. S. Consulate
Docter, Alexander	Milwaukee, Wis.	Bookeeper, Central Hotel
Davis, John W.	North Carolina	Missionary, Soochow
Davis, (Mrs.) John W.	Missouri	Missionary, „
Dodson, (Miss) S. L.	Virginia	Missionary, St. John's Col.
Doolittle, (Mrs.) L. J.		Missionary, Hangchow
Du Bose, H. C.	South Carolina	Missionary, Soochow
Du Bose, (Mrs.) H. C.		
Du Bose, (Miss) Nettie L.		
Du Bose, Master P. W.		
Downing, (Miss) M. A.		Missionary
Douglass, J. J.	E. Boston Mass.	Shoemaker
Dougherly, George	Philadelphia, Pa.	I. M. Customs
Douglas, C. W.	Cambridge O.	Printer
Douglas, Josie S.	Indiana	
Douglas, Richmond	Topeka Kas.	
Eastlack, R. F.	Philadelphia, Pa.	Public Accountant
Eastlack, Walter R.	Philadelphia, Pa.	Merchant, China & Japan Trading Co.

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Endicott, R. R.	Macao, China	Clerk. Daivd Sassoon, Sons & Co.
Ehrenberg, Gus.	San Francisco, Cal.	Clerk
Elliot, A. S.	Philadelphia, Pa.	S. M. P.
Elliot, (Mrs.) A. S.	Shanghai	
Evans, R. L.	Berlin, Wis.	Missionary C. I. Miss. S'hai
Earle, Thomas F.	San Francisco Cal.	Mariner, Shanghai Gas Co.
Earle, (Mrs.) Thomas F.	Hongkong	
Emens, W. S.	Sand Lake, New York	Merchant American Tr. Co.
Fraade, Max.	Nat.	Port Arthur
Fobes, A. S.	Portland, Maine	Merchant
Farnham, J. M. W.	Lebanon, York Co., Maine	Clergyman, 72, Range Av.
Fuller, Alex.	East Boston, Mass.	Mariner
Fuller, (Mrs.) Alex.	St. Louis Mo.	
Fuller, Henrietta E.	Shanghai	
Fuller, Wm. Alex.	Shanghai	
Fuller, Alfred G.	Shanghai	
Fuller, Daisy	Shanghai	
Friend, A. T.	Gloucester, Mass.	Mariner, Mustard & Co.
Flagg, Asa Edward	Newcastle, Maine	Mariner, 27, Seward Rd.
Fuller, Darius S.	Newton, Mass.	Engineer
Forsberg, Emma	Ransater, Sweden	Missionary, Inland Mission
Fawcett, W. E. A.	Brooklyn, N. Y.	Mariner
Fearn, J. B.	Mississippi	Missionary, Soochow
Fitch, Geo. F.	Avon, Ohio	Missionary, A. Presb. Mission Press
Fitch, (Mrs.) Mary M.	North Adams, Mass	" "
Fleming, (Miss) S. E.	Georgia	Missionary, S.P.M. Soochow
Franklin, B. H.	Tennessee	Missionary, Hangchow

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NAME.	PLACE OF BIRTH.	OCCUPATION.
French, (Miss) E. B.	Virginia	Missionary
Fawcet, George	New York City	Mariner
Fearn, Annie W.	Holly Springs, Miss.	Missionary
Fearn, Madie E.	Soochow	
Fearon, J. S.	Nat.	Merchant
Fearon, (Mrs.) J. S.	Sacto, Cal.	
Graves, F. R.	Auburn, N. Y.	Clergyman, St. John's College
Greenlaw, W. W.	Stockton Cal.	Horse Breaker, &c.
Gates, M. J., Dr. (Miss)	Michigan	Physician
Gray, A. V.	Gambier, Ohio	Missionary, Ch. Inl. Mission
Green, Jno.	Logansport, Indiana	Clerk, Daily Press
Giffen, Edward E.	Beardstown, Ills.	Missionary, Chengtu
Giffen, (Mrs.) Ed. E.	Springfield, Ind.	Missionary, „
Graves, Gertrude	London, England	Missionary, Funghwha
Gaither, (Mrs.) Julia A.	Dahlonega, Ga.	Missionary, 4, Thibet Rd.
Gaynor, Lucy A., Dr.	Ballengry, Ireland	Missionary Physician, Nanking
Gale, (Miss) M., Dr.		Missionary, Physician, W. U. Mission
Greenwood, C. F.	Leeds, Eng.	Cutter
Greenwood, (Mrs.) C. F.	Chicago	
Greenwood, Maud V.	„	
Gibson, J. E.	New Jersey	Merchant
Garner, (Miss) E, Dr.		Missionary Physician, West Gate
Garritt, J. C.	Hanover, Indiana	Missionary, Hangchow
Garritt, Nannie Mc. D.	Warm Springs, Virginia	
Gray, (Miss) E.	Georgia	Missionary, 5, Thibet Road
Graves, (Miss) A. T.	Virginia	Soochow
Gray, H. L.	Georgia	Missionary, Soochow
Goddard, J. R.	Singapore	Missionary, Ningpo
Grant, J. S.	Canada	Missionary Physician, Ningpo

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Goberman, Simon	Russia	Hotel Keeper
Goberman, (Mrs.) Simon	Boston, Mass.	Musician
Goodnow, John	Indiana	Consul-General
Goodnow, (Mrs.) John	New York City	
Gray, Richard F.	Rondout, N. Y.	Mariner
George, A. W.	Franklin, Wis.	Merchant
George, (Mrs.)	Vladivostock	
Goodcell, R. A.	San Bernardino Col.	Teacher
Hjousbery, Edward	Brooklyn, N. Y.	Pilot, Mustard & Co.
Haskell, F. E.	Boston, Mass.	Merchant, C. & J. Tra. Co.
Haskell, F. H.	Hongkong, China	Clerk, „ „
Hunter, A. C.	Macao, China	Accountant, 2, Canton Road
Hyzer, Henry	Catskill, New York	Engineer
Hall, J. Ward	Piqua, Ohio	Doctor of Dental Surgery, 2, The Bund
Horwitz, Lena	Vienna, Germany	Quinsan Road
Horton, Wm.	Chester, N. J.	Mariner
Hendry, J. L.	Taylor's Creek, Ga.	Minister, 4, Thibet Road
Hendry, (Mrs.) J. L.	Sioux City, Ia.	
Hooker, Wilbur C.	Springfield Township, Bradford Co., Pa.	Missionary, Kuch'eng
Herrick, Lizzie A.	Buffalo, N. Y.	Tailoress
Hunt, Robt. H.	Central Falls, R. I.	Standard Oil Co., of N. Y.
Hart, Edgerton H.	Kiukiang, China	Physician, Wuhu
Holme, Margaret A.	Kendal, Westmoreland Co, England	Missionary, Nankin
Hanson, H. J.	Fredreisstd, Norway	Engineer
Hahn, Paul	Berlin, Germany	Mariner
Hancock, John	Austin, Tex.	Llewellyn & Co.
Hazelton, R. F.	Petersberg, Va.	Merchant

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Hykes, John R.	Shippensburg, Pa.	Agent, Am. Bible Society, Shanghai
Hykes, (Mrs.)	Fairfield, Pa.	
Hykes, Arthur B.	Kiukiang	American Trading Co.
Hykes, John M.	"	
Hykes, Harold M.	"	
Hykes, Edgar R.	Shanghai	
Hykes, Ralph K.	"	
Howard, Robert P.	Philadelphia, Pa.	Merchant, Shanghai
Hayes. J. N.	Windham, N. Y.	Missionary, Soochow
Haygood, (Miss) L. A.	Georgia	Missionary, 4, Thibet Road
Hearn, T. A.	Arkansas	Missionary, Soochow
Hearn, (Mrs.) T. A.		
Hearn, Walter A.		
Holmes, T. D.	Gloversville, N. Y.	Missionary, Kin Hwa
Hughes, (Miss) L. E.	Miss.	Missionary, 82, Rue Palikao
Haden, R. A.	Keatchie, La.	Kiangyin
Haden, (Mrs.)	Germany	"
Hornsly, W. L.	St. Louis, Mo.	Missionary
Henning, A. K.	San Jose, Cal.	Tax Dept.
Horwitz, Max.	San Francisco	Clerk
Hill, Thomas G.	Bowling Green, Ky.	I. M. Customs
Houston, (Mrs.) Harriet	London	
Holbrook, Crystal	California	
Herzig, Bertha N.	Indianapolis	
Hills, Wm. D.	Chicago	Engineer
Irvine, P. W.	Deerlodge Mon.	Merchant

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Jordan, M.	Belfast, Ireland	Sanitary Department, S.M.C.
Jewell, Martha W.	Brentwood, N. H.	Missionary Teacher, S'hai
Johnsen, John F.	Nagasaki, Japan	Coal Merchant
Johnson, D. S.	New York	I. M. Customs
Jones, David Frederick	London, England	Missionary, American Bible Society
Judson, J. H.	Hangchow, China	Missionary, Hangchow
Judson, (Mrs) J. H.		
Jenkins, H.	Ashfield, Massachusetts	Missionary, Shaoshing
Jernigan, T. R.	North Carolina	Lawyer
Junkin, W. F.	Va.	Missionary, Hsüchien
Jamieson, J. N.	Va.	Merchant
Knights, Arthur Ed.	Cambridge, England	Mariner, 54, Szechuen Road
Knights, (Mrs.)	Melbourne	
Knights, M. P.		
Kirby, J. H.	Ky.	Book Keeper
Kenny, W. C.	New York City	Mariner
Keys, Edward	Savannah, Georgia	Seaman
Knickerbocker, Edgar F.	Milan, Washtenaw Co., Mich.	Missionary, Cinghai
Knickerbocker, Minnie M.	Hanvich Farm, Pa.	Missionary, „
Kerr, Maggie A. S.	Shanghai, China	Tientsin
Keller, Frank A.	Minden, N. Y.	Medical Missionary, S'hai
Keller, Joseph W.	St. Paul, Minnesota	Clerk
Kelly, (Miss) W.	Wilcox Co., Alabama	Missionary, 82, Rue Palikao
Kennedy, E. B.	Galesville, Wis.	Missionary, Ningpo
Lattimore, Mary A.	Indiana	Missionary
Luther, C. F.	New Bedford, Mass.	I. M. Customs

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Loehr, Geo. R.	Elberton, Ga.	Missionary, South Meth. Miss.
Loehr, (Mrs.)	"	
Loehr, Mary H.	Shanghai	
Loehr, Allen G.	"	
Loehr, Geo. R. Jr.	"	
Loehr, Malvina L.	"	
Lindley, Wm. P.	Sacramento City, Cal.	Newspaper Reporter
Lunt, W. H.	Salem, Mass.	Mariner
Lehman, Charles	Chicago, Ill.	Merchant, Weil & Lehman
Lunt, (Mrs.) W. H.	Durham, N. H.	
Lent, Robt. R.	New York City	Engineer, Shanghai
Lavenroth, Sarah	San Francisco, Cal.	Travellers, Hongkew
Lawrence, John	Rochester, N. Y.	Mariner
Lambuth, R. W.	Shanghai, China	I. M. Customs
Lund, Oscar	Bergen, Norway	Mariner, Shanghai
Lyman, Verner G.	Galena, Ill.	Am. Bible Society, Shanghai
Lyman, Lillian J.	Croton, Mich.	" " "
Little, Lacy L.	N. C.	Missionary, Kiang-Yin
Lyon, D. N.	Salisbury, N. Y.	Missionary, Soochow
Lewis, A. J.	Detroit, Mich.	S. M. P.
Lawrence, W. J.	Philadelphia, Penn.	Mariner
Logan, O. T.	Windsor, Ill.	Medical Missionary
Langley, Jos.	Centerville, Va.	Pilot
Langley, (Mrs.) Jos.	Pakhoi, China	
Langley, T.	Kiukiang, China	
Langley, C. J.	Shanghai	
Mustard, R. W.	Lewes, Delaware	Merchant, Mustard & Co.
Morehouse, W. Noyes	Utica, Oneida Co, N. Y.	I. M. Customs, Shanghai

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NAME.	PLACE OF BIRTH.	OCCUPATION.
McCreery, James H.	Belfast, Ireland	Mariner
Morse, Harry	San Francisco, Cal.	
Marshall, Rosa	Elisabethtown, N. Y.	Missionary
MacLaughlin, J. H.	Boston, Mass.	Merchant
MacLaughlin, (Mrs.) J. H.	Shanghai	
MacLaughlin, Geo.	Shanghai	
MacLaughlin, Maud	Shanghai	
Morley, Anna Elisabeth	Hartford, Conn.	Missionary, Wesleyan Miss.
Matson, Peter	Dalarne, Sweden	Missionary, Fan Cheng
McGrath, John James	New York City	I. M. Customs
Mason, (Mrs.) G. W.	Edinburgh Fife, Scotland	Lady Resident
Moore, (Miss) C. L.	San Francisco, Cal.	Nurse
Membert, Charles E.	Stuyvesant, Columbia Co.	Engineer
Macarthur, James	Baton Rouge, La.	Book Keepee
McKinley, James	Brooklyn, N. Y.	Clerk,
Melvin, Marietta	Goffstown, N. C.	Missionary, West Gate, S'hai
Mason, G. L.	Ohio	Missionary, Wuchow
Mason, (Mrs.) G. L.	Scotland	
Mattox, E. L.	Winterset, Iowa	Missionary, Hangchow
Mattox, Emma K.	Hillsboro, Ohio	Missionary, Hangchow
McGinnis, J. Y.	Tennessee	Missionary, Wusih
Morton, (Miss) Annie R.	New Brunswick, N. J.	Missionary, Ningpo
Montell, A. M.	Baltimore, Md.	I. M. Customs
McMichael, J. H.	New York	Frazar & Co.
Moscher, G E.	Albany New York	St. John's College
Moscher, (Miss) S. B.		
Minniss, La Verne	Meadville, Pa.	Missionary
Miller, L. L.	Erie Co., Penn.	Mariner
Murray, Geo. T.	N. Y. City	I. M. Customs
MacIntosh, L. W.	Nov. Scotia	Engineer
Nye, Daniel B.	Sagamore, Mass.	Dentist, Shanghai
Newell, Ada. L.	R. I.	Missionary

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Nance, W. B.	Tenn.	Missionary
Nance, (Mrs.) W. B.	Va	"
Ollerdessen, H.	Ningpo, China	Clerk, Morris & Co.
Ollerdessen, (Mrs.) H.	" "	
Prevost, James F.	New York City	Engineer
Parker, J. M.	Portsmouth, Virginia	I. M. Customs
Pratt, Nicholas	Cohassett, Mass.	Mariner, Mustard & Co.
Penguet, Eug.	N. Y. City	Clerk
Parker, A. P.	Austin, Texas	Missionary, Anglo-Chinese College
Parker, (Mrs.) A. P.	Trenton, N. J.	
Patterson, M. F.	Belfast, Maine	Mariner, Mustard & Co.
Parry, L. Rodgers	Charleston, S. C.	Mariner
Polk Margaret H.	Ky.	Missionary
Pike, Charles A.	Shanghai, China	Dentist, Chapoo Road
Poindexter, Sarah A.	Savannah, Ga.	Physician, Chinanfoo
Painter, G. W.	Virginia	Missionary, Hangchow
Palmborg, Dr. Rose	Sweden	Missionary, West Gate
Park, W. H.	Georgia (Lafayette)	Missionary Physician, Soochow
Parker, R. A.	Springfield, West Virginia	Missionary, Sungkiang
Parker, (Mrs.) R. A.		

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Partch, E. George	Howard County, Iowa	Missionary, South Gate
Patterson, B. C. and wife	Virginia	Missionary, Tsingchiu-foo
Paxton, J. W.	Virginia	Missionary, Soochow
Posey, (Miss) M. A.	Henderson, Kentucky	Missionary, South Gate
Pilley, E.	Texas	Missionary
Pott, F L. H.	New York	Missionary, St. John's Col.
Pott, (Mrs.) F. L. H.		
Price, Lottie	Philadelphia, Penn.	Missionary, Old North Gate
Price, P. F.	Va.	Sinchang
Price, (Mrs.) P. F.	S. C.	Sinchang
Pyles, (Miss) M. E.	Va.	Missionary, 4, Thibet Road
Quackenbush, Edgar		Merchant, G. H. Macy & Co.
Relyea, Stella	Saugerties, N. Y.	Missionary
Robbins, (Mrs.) Esther	Odessa, Russia	Frenchtown, S'hai
Roberts, John Pratt	New York City	Marine Supt., 10, Hankow Road
Ragsdale, W. H.	Louisville, Ky.	S. M. P
Ragsdale, (Mrs.) W. H.		
Redding, John	Athens, Greece	Mariner
Rosenquist, Olaf J.	Sweden	Missionary
Royall, F. M.	Wawsatch, N. C.	Minister

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NAME.	PLACE OF BIRTH.	OCCUPATION.
Rosenthal, George L.	Germany	Painter
Reynolds, (Miss) S. B.	Columbia, S. C.	Missionary, 4, Thibet Rd.
Rankin, Lottie	Tenn.	Missionary, Nantzing
Reifsnyder, (Miss) E, Dr.	Penna	Missionary Physician, West Gate, Shanghai
Ramsay, H. C.	Maryland	Missionary, C. I. Mission
Richardson, Helen L.	Mo.	Missionary, 4, Thibet Road
Righter, (Miss) C. E.	Wilmington, Del.	Missionary, Kin Hwa
Rolleston, (Miss) L. M. M.	Ireland	Missionary, Ningpo
Robinson, F. A.	Hartford, Connecticut	Dentist, 17, The Bund
Rich, Watson W.	Dayton, N. Y.	Civll Engineer
Rich, (Mrs.) Watson W.		
Runge, Edward	Naturalized	Merchant
Runge, (Mrs.)	New York	
Ross, A. B.	Covington, Ky.	Merchant
Richard, Edward A.	San Francisco, Col.	Medical
Rosenfeldt, Albert B.	Constantinople, Turkey	Clerk
Rosenfeldt, (Mrs.)	" "	
Rosenfeldt, Juline		
Suffert, Thos.	Cleveland, O.	Merchant
Suffert, (Mrs.) Thos.	Tientsin	
Smith, E. M.	Long Island	Broker
Shipley, J. A. G.	Baltimer	Missionary
Smith, John	Belfast, Ireland	Mariner
Sylva, Octavie		
Seaman, John F.	Staten Island, N. Y.	Merchant, Wisner & Co.

REVISED

REGISTER OF AMERICAN CITIZENS.

U. S. CONSULATE GENERAL, SHANGHAI, CHINA.

NAME.	PLACE OF BIRTH.	OCCUPATION.
Seaman, (Mrs.) John F.	Shanghai	Wisner & Co.
Sinclair, Edward	New York City	Mariner
Smith, J. N. B.	Moro, Ill.	Missionary, Ningpo
Smith, Fannie M. S.	Monroe, Mich.	Missionary
Squier, Burt O.	Frederickton, O.	Clerk
Silsby, J. A.	Richland City, Wis.	
Silsby, (Mrs.) J. A.	Long Island. N. Y.	Missionary, South Gate
Smith, Ralph D.	Marshallstown, Ia.	Missionary, C. I. Mission
Sievers, Lewis	Witten, Germany	Mariner
Stegner, W. A.	Minneapolis, Minn.	Nurse
Shoemaker, J. Evans	Lawrance Co., Pa.	Missionary, Ningpo
Shoemaker, Pearl C.	Salma, Iowa	,, ,,
Saure, B. B.	Cincinnati, Ohio	Clergyman
Stratton, Owen G.	Syracuse, N. Y.	Missionary, Chefoo
Schmeling, Richard	Stettin, Germany	Carpenter
Silver, (Miss)	Carthage, Indiana	Missionary, South Gate
Smith, (Miss) B.	Alabama	Missionary, Soochow
Steger, (Miss) C. E.	Mo.	Missionary, 82, Rue Palikao
Stewart, (Miss) E.		Missionary, Ningpo
Stuart, J. L.	Ky.	Missionary, Hangchow
Sweet, W. S.	Dodge Co., Wis.	Missionary, Shaohing
Snowden, (Miss) L.		Missionary, ,,
Shufeldt, Geo. A.	Stamford, Connecticut	Merchant
Sandford, C. M.	Covington, Ky.	,,
Sturmann, Peter C.	Germany	,,
Sturmann, Catherine	,,	
Sturmann, Julia	New York	
Stebbins, Wallace	New London Conn	I. M. Customs
Stebbins, (Mrs.)	New York	
Thistle, Jno. M.	Eastport, Maine	Inspector, S'hai Gas Co.
Turner, Peter	Naturalized	Builder

REVISED

REGISTER OF AMERICAN CITIZENS

U. S. Consulate General, Shanghai, China

1931

REVISED

REGISTER OF AMERICAN CITIZENS.

U. S. CONSULATE GENERAL, SHANGHAI, CHINA.

NAME.	PLACE OF BIRTH.	OCCUPATION.
Thomson, Elliot H.	London Co., Virginia	Clergyman
Thomson, (Mrs.) Elliot H.		
Thacher, W. J.	Yarmonth Port, Mass.	Mariner, Shanghai
Tatum, E. Frank	Farmington, N. Y.	Missionary
Tatum, (Mrs.) E. Frank	Maine	
Talbort, Bessie	Ky.	Missionary, Kya Hying
Venable, W. H.	Va.	Missionary Physician, Chekiang
Venable, (Mrs.)	Ky.	
Van Bergan, E J. M.	St. Louis Mo.	Clerk,
Woods, George A.	Sedgwick. Maine	Engineer, Broadway, S'hai
Wells, C. H.	Hallowell, Maine	Mariner
Wade, John J.	Boston, Mass.	"
Winsor, Jr. A.	Fairhaven, Mass.	"
Wetmore, W. S.	St. Albans, Va.	Merchant
White, Wm. F.	Syracuse, N. Y.	Mariner
Winskell, T. B.	Huntingdon Valley, Montgomery Co., Pa.	Journalist
Walsh, Geo.	N. Y. City	I. M. Customs
Watts, John S.	Independence, Ia.	S. M. P.
Wright, Thomas	Warren, R. F.	Mariner, Shanghai
Weatherall, Agnes	San Francisco, Cal.	Nurse
Wyckoff, Lydia Jane	Des Moines Co, Iowa	Missionary Physician, Wuchow
Whittlesey, R. B.	Cleveland, Ohio	Cergyman, Kiukiang

REVISED

REGISTER OF AMERICAN CITIZENS

U. S. CONSULATE GENERAL SHANGHAI, CHINA.

1925

REVISED

REGISTER OF AMERICAN CITIZENS.

U. S. CONSULATE GENERAL, SHANGHAI, CHINA.

(18)

NAME.	PLACE OF BIRTH.	OCCUPATION.
Wood, M. Anna	Brownhelm, Ohio	Missionary, Canton
West, James	New Carslile, Ohio	Mariner, Shanghai
Wilkins, George	San Francisco, Cal.	Clerk & Mariner
Warner, Geo.	Hayers Ferry, Md.	Missionary, Ningpo
Wilkinson, J. R.		Missionary, Soochow
Worth, Geo. C.		Missionary, Wusih
Worth, (Mrs.) Geo. C.		
Williams, E. T.	Columbus, Ohio	Interpreter, U. S. Consulate General
Williams, (Mrs.) E. T.	Sutter, Pa.	
Wilson, Helen Etta	California	
White, Arthur H.	Hudson, N. Y.	U.S. Deputy Consul-General
Winston, W.	Mo.	Dentist, Shanghai
Winston, (Mrs) W.	Nevada	
Young, (Miss) A. S	Hartland, Vt.	Missionary, Kinhwa

File Solicitor

No. —

SOLICITOR'S OFFICE
APR 10 1899

Consulate-General of the ~~United States~~,

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REG'D.
APR 7 '99
DEPT OF STATE

U.S.
MAR 7 1899
SHANGHAI, CHINA

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Mr. Goodnow

3rd. ASST. SECRETARY.
APR 8 1899

To the Department of State.

Subject:

Case of Ag Y&K. vs Schufeldt

Abstract of Contents.

Enclosing report.

No. 2

Consulate-General of the United States,

Shanghai Mch 7, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir: I beg to hand you herewith the
1/ case of Ng Yik Kee vs G.A. Shufeldt
heard in the U.S. Consular Court Mch 3d

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

Enclosure in despatch No 7 1899 Shanghai —

IN THE U.S. CONSULAR COURT.

Shanghai, 3rd March.

Before Mr. J. Goodnow, Consul-General, acting judicially, and Messrs. J Hykes and C. C. Bennett, Associates.

SZE YIK KEE v. G SHUFELDT.

Mr. McNeill appeared for the plaintiff and defendant conducted his case in person.

Both parties concurring, Messrs. Hykes and Bennett were sworn as Associates.

His Honour then read the petition and answer, which were as follows:—

The petition of the above-named plaintiff humbly showeth:—

1.—That the plaintiff is a subject of the Emperor of China resident at Shanghai.

2.—That the defendant is an American Citizen resident at Shanghai within the jurisdiction of this Court and carrying on business there either alone or in partnership as a general commission merchant under the name of G. A. Shufeldt and Company.

3.—On or about the 7th day of February 1898 the plaintiff being then entitled to certain land situate at Pootung in China deposited with the defendant the Chinese Shengko paper or title deed for the said land together with a duly executed Chinese bill of sale of the said land by the plaintiff to the defendant, at the time of such deposit it was verbally agreed between the plaintiff and the defendant that the defendant should endeavour to procure a title deed of the United States Consulate-General for the said land to be issued in the name of the defendant and should hold such title deed if issued and the land to be registered thereunder in trust for the plaintiff It was at the same time also verbally agreed or was understood between the plaintiff and the defendant that if the defendant should fail to procure the issue of the said foreign title deed the said Chinese title deed and the said bill of sale should be returned by the defendant to the plaintiff.

4.—At the time when the plaintiff made the deposit mentioned in the last preceeding paragraph of this petition the defendant signed and gave to the plaintiff a receipt in writing substantially in the words and figures following.

Shanghai, 7th February.

Received this day from Sze Yik Kee one bill of sale and title deed for 12 mow 1. 8. 3. Land at Pootung.

5.—At the time when the said deposit was made by the plaintiff it was verbally agreed between the plaintiff and the defendant that the plaintiff should pay to the defendant upon the issue of the foreign title deed hereinbefore referred to a sum of Tls. 50 for his trouble in the matter. Subsequently namely on or about the 18th day of February 1898 the United States Consulate General and they were so retained by E T. Williams who was then interpreter for the United States Consulate General. After the said papers were returned to the Plaintiff and the Defendant believing that the agreement was at an end, the Plaintiff again approached the Defendant and selected his services again, and that was a distinct and a separate agreement or understanding that the Defendant was to be compensated more in proportion to the value of the land, the Defendant secured for the Plaintiff and to which the Plaintiff agreed. The Plaintiff did entrust to the Defendant a Bill of Sale, and the Defendant through the aid of the United States Consulate-General perfected the Plaintiff's title, and secured under said title valuable foreshore addition to the Plaintiff's land. The Defendant has been and is now willing to transfer the said property, whenever the Plaintiff pays him a proper amount.

(2).—According to their second understanding for the services he had rendered, for which services he rendered to the Plaintiff the Defendant values at Tls. 2,500 (Twenty-five hundred Taels) and which Defendant in person notified to the Counsel for Plaintiff. That all the papers relating to the transactions mentioned in their pleadings have been before the United States Consulate General and the Defendant has taken no action with regard to the subject matter which is not a matter of record that the Defendant never had any intention of recognizing the Plaintiff in any sense, and that if the Plaintiff will pay him what he considers a reasonable price for his expenses, the Defendant will be prepared to execute any conveyance the Plaintiff under order of the Court may direct.

The Defendant therefore prays the Court:—

1.—Not to order any conveyance of the property until the Plaintiff compensates him in accordance with the amount named as value for his services.

2.—That the Plaintiff has no legal right to charge the Defendant with wrongful conduct when the Plaintiff if any wrong has been done, has under a written authority which he has signed, placed the Defendant in a position to do such wrong, and that the law does not allow anyone to take advantage of his own wrong act.

3.—For such other and further relief as the Defendants case may require.

(Signed) G. A. SHUFELDT.

Mr. Mc Neill said: From the petition and answer which your Honour has just read, the latter admits substantially all the allegations in the petition except the allegation that the fee to be paid to defendant by plaintiff was Tls. 250. Your honour will see that by comparing the paragraphs in the petition and answer that paragraphs 1 and 2 of the petition are explicitly admitted. Paragraph 3 is

Mr. McNeill said he had no other witnesses to call.

Mr. Shufeldt, sworn, said: The last witness offered me Tls. 50 but I told him I did not consider this enough as it was a case of fighting for the possession of land. Witness came to me afterwards and asked me if I would return the papers which he had left with me and I told him they were in the hands of the interpreter at the U. S. Consulate. I do not remember the exact date Witness came a second time and I told him if he would go to the Consulate with me I would hand them over to him. As he had not compensated me for the trouble I had already taken I said nothing nor had he replied to any letter. He made no objection to my proceeding further which I did, and there was a great deal of trouble in the Mixed Court over it for months and months. Then I considered matters and I found that I had not been told how much I was going to get for the trouble of getting this land through and obtaining a title deed. I did write for Tls. 250 but received no answer, thinking at the time there would be very little trouble to gain the foreshore. Finding that it gave much trouble, not only to me, but to Mr. Williams, who kindly interpreted all through, I sent word through the last witness that I should charge more, and plaintiff replied through him that he would not pay any more. Witness afterwards came to my office and asked me to transfer the land to Messrs Dowdall and Hanson. This I declined to do as the deed was not then issued. I next received the letter mentioned in the petition (Par 7) from Messrs. Dowdall and Hanson and I called upon Mr. Hanson and explained the matter to him in person. I afterwards received a second letter from them to which I paid no attention. The next thing was that I was served with a copy of this petition to come before this Court and accept Tls. 250 while I claim Tls. 2,500, which I leave with your honour, is a fair compensation for the future work with regard to the deed and the work which I have for months and months been doing in the past at the request of plaintiff

Defendant then called Mr. E. T. Williams, who said that he remembered the matter coming before him when he was interpreter at the Consulate. He wished to state that for any trouble he incurred in conducting the case at the Mixed Court no charges were made by the Consulate nor did the Mixed Court make any charges. Defendant brought

the land to be registered thereunder in trust for the plaintiff It was at the same time also verbally agreed or was understood between the plaintiff and the defendant that if the defendant should fail to procure the issue of the said foreign title deed the said Chinese title deed and the said bill of sale should be returned by the defendant to the plaintiff.

4.—At the time when the plaintiff made the deposit mentioned in the last preceeding paragraph of this petition the defendant signed and gave to the plaintiff a receipt in writing substantially in the words and figures following.

Shanghai, 7th February.

Received this day from Sze Yik Kee one bill of sale and title deed for 12 mow 1. 8. 3. Land at Pootung.

5.—At the time when the said deposit was made by the plaintiff it was verbally agreed between the plaintiff and the defendant that the plaintiff should pay to the defendant upon the issue of the foreign title deed hereinbefore referred to a sum of Tls. 50 for his trouble in the matter. Subsequently namely on or about the 18th day of February 1898 upon the request in writing of the defendant the plaintiff agreed to increase the said sum of Tls. 50 to be paid by him to the defendant as aforesaid to Tls. 250.

6.—A title deed of the United States Consulate General numbered 836 is in course of issue in the name of the defendant for the said land of the plaintiff.

7.—On the 28th day of November 1898 upon the instructions of the plaintiff a letter was written and sent to the defendant substantially in the words and figures following :—

November, 28th 1898.

DEAR SIR,—We enclose a direction signed by Mr. Sze Yih kee requesting you to transfer into our names the lot of land which is in course of registration at the United States Consulate as Lot 836 in your name in trust for him and shall be glad to hear from you with an appointment to transfer the lot. Mr. Zee informs us that your fees in the matter have been fixed at Tls. 250 and we shall be prepared to hand you a cheque for this sum on your transferring the lot."

8.—On the 19th day of January 1899 another letter was upon the instructions of the plaintiff written and sent to the defendant by the said Messrs. Dowdall Hanson and McNeill pressing the defendant to transfer the said land to them upon payment of the said fee of Tls. 250.

9.—The defendant has not replied to either of the letters hereinbefore set forth or referred to and has not transferred the said lot in accordance with the direction of the plaintiff and has dealt with the same as his own property.

10.—The plaintiff is ready and willing to pay to the defendant the agreed fee of Tls. 250 upon transfer of the said lot.

Your petitioner therefore prays that the defendant may be ordered to transfer the said lot free from incumbrances in accordance with his direction upon payment of Tls. 250 and that the defendant may be ordered to pay your petitioner's costs of these proceedings and that your petitioner may have such other and further relief as your honorable Court may seem meet.

The Defendant, Geo. A Shufeldt, for answer to the Petition of the Plaintiff Sze Yik Kee, says :—

1.—That he does not deny the allegation in articles 1st and 2nd of the petition.

2.—That articles, 1, 2, 3, 4 5, 6 7, 8. 9, and 10 of the Petition the Defendant answer therein that he was engaged by the Plaintiff to protect his title to certain land situate at Pootung, China, and that the Plaintiff was to pay him of a certain sum for his services, and that to enable Defendant to prepare the title, the Plaintiff deposited with him certain shenko papers or title deeds, but that sometime afterwards the Plaintiff asserted that the said papers be returned to him they being at the time in

1.—Not to order any conveyance of the property until the Plaintiff compensates him in accordance with the amount named as value for his services.

2.—That the Plaintiff has no legal right to charge the Defendant with wrongful conduct when the Plaintiff if any wrong has been done, has under a written authority which he has signed, placed the Defendant in a position to do such wrong, and that the law does not allow anyone to take advantage of his own wrong act.

3.—For such other and further relief as the Defendants case may require

(Signed) G. A. SHUFELDT.

Mr. Mc Neill said : From the petition and answer which your Honour has just read, the latter admits substantially all the allegations in the petition except the allegation that the fee to be paid to defendant by plaintiff was Tls. 250. Your honour will see that by comparing the paragraphs in the petition and answer that paragraphs 1 and 2 of the petition are explicitly admitted. Paragraph 3 is admitted or not denied, paragraph 4 is not denied, and paragraph 5 that there was an agreement to pay originally Tls 50 is not denied. Paragraphs 6, 7, and 8 are not denied and paragraph 9 is unanswered.

His Honour: The issue as the Court understands it is that defendant does not deny that the property was put into his hands by the plaintiff to get a title deed. Plaintiff says that the contract was that defendant was to receive Tls. 250 for such services but defendant replies that he was to receive a sum in proportion to his services rendered.

Mr. McNeill: I understand that is the only issue before the Court. I will call the man who conducted the negotiations who will speak as to the terms and what Mr. Saufeldt was to get paid

Wong Su Lee, duly cautioned, said that defendant called at his office to try and obtain any business he might have in the way of brokerage. Witness said he had some business and offered defendant Tls. 50 if he would make a bill of sale transferring the property to defendant so that witness could get a title deed. Defendant agreed to do it and witness took the document to defendant who afterwards said there would be some trouble over it and that he would have to go to the Mixed Court. Mr. Shufeldt gave him a letter when he went to his office in which he said he wanted more money. (Letter produced, put in and marked Ex. 1.) It was as follows :—

G. A. SHUFELDT & Co.

General Commission Merchants,

B 210 Kiangse Road.

Shanghai, 18th Feb., 1898.

DEAR SIR,—I have seen Mr. Williams this morning and he thinks the land case I went to him with you about will before finished give me a great deal of trouble and Tls. 250 (two hundred and fifty) will not be an unfair charge. Let me know what your friend will do in the matter as I have only taken Mr. Williams' advice in the case, he having already commenced with the magistrate about it.

Yours truly,

G. SHUFELDT.

WONG SU LEE.

Witness said he was willing to give Tls. 250 but defendant must finish it. He afterwards went several times to defendant but could not get the title deed or the bill of sale back.

By defendant : I did not answer your letter because I agreed to it in your office.

the deed was not then issued. I next received the letter mentioned in the petition (Par 7) from Messrs. Dowdall and Hanson and I called upon Mr. Hanson and explained the matter to him in person. I afterwards received a second letter from them to which I paid no attention. The next thing was that I was served with a copy of this petition to come before this Court and accept Tls. 250 while I claim Tls. 2,500, which I leave with your honour, is a fair compensation for the future work with regard to the deed and the work which I have for months and months been doing in the past at the request of plaintiff

Defendant then called Mr. E. T. Williams, who said that he remembered the matter coming before him when he was interpreter at the Consulate. He wished to state that for any trouble he incurred in conducting the case at the Mixed Court no charges were made by the Consulate nor did the Mixed Court make any charges. Defendant brought the Chinese bill of sale but witness told him he could not get the title deed until the bill of sale had been stamped by the tipao. He thought defendant and Mr. Wong brought a suit in the Mixed Court about it to compel the tipao to stamp the bill of sale. When the case came up there were some persons—a Chinese charitable institution—who wanted the land, as their ground adjoined or was behind this foreshore, but they would not pay enough. After some discussion and postponements a compromise was arrived at.

His Honor: How many times do you think Mr. Saufeldt attended the court?

Witness: Quite a number of times, about a dozen.

His Honor: Did he act as attorney in the matter in the Mixed Court?

Witness: Yes, I don't know whether he obtained legal advice or whether he was interested in the land. My impression at the time, from himself, was, however, that he was interested in it.

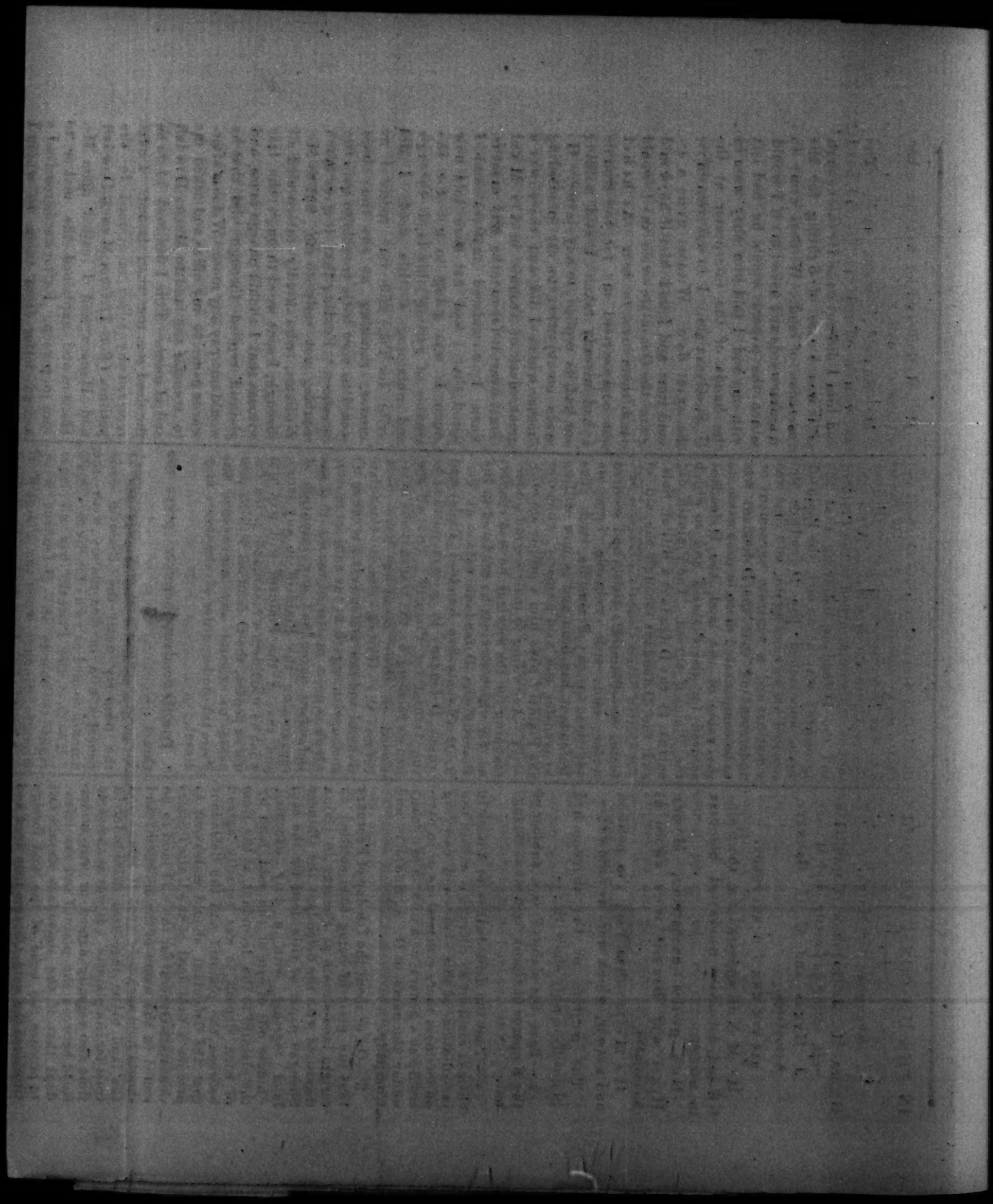
There being no other witnesses, his Honour said he would reserve judgment till later in the day.

JUDGMENT.

In this case only two points arise. Was there a contract between plaintiff and defendant by which the latter was to receive Tls. 250 for his services in the transfer of this land in question and if there was no contract, what was the reasonable value of Defendants services to the Plaintiff in the transfer of the land in question. It is admitted that the land in question is held in trust for the plaintiff. The letter of Feb. 18th seems to the Court conclusive as to the existence of a contract for the payment of Tls. 250 for the services then rendered and to be rendered, which sum also seems to the Court full compensation for the value of such services. No legal tender of such amount has been shown. Wherefore it is ordered that the defendant transfer the land for which a foreign title deed is now being applied for as Lot. 836 U.S Consulate in the manner and to the person specified by plaintiff in his petition as soon as the plaintiff shall have paid into this court Tls. 250 for the defendant's benefit and the Court costs of this proceeding.

John Goodnow
C.J. acting judicially

Mr Lincoln
Mr Hughes
C.A. Bennett } Advocates



No. 168

Consulate-General of the United States,

Shanghai Mch 8, 1899

Mr. Goodnow

acknowledged by
form

To the Department of State.

Subject:

Canton Consulate

Abstract of Contents.

attached exchange slip

No. 168

Consulate-General of the United States,

Shanghai March 8, 1899.

Honorable J. J. Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my #160, I have to report notification from A.A. White Deputy Consul General, that he reached Canton Sunday Feby 26th and took action on charge of the Consulate Monday morning Feby 27th—

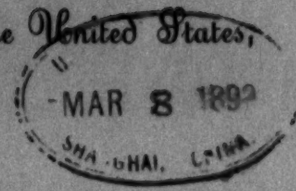
I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

No. 169

CONSULAR BUREAU
NOTED

Consulate-General of the United States,



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Mr. Gordon

To the Department of State.

Subject:
Death Chas Anderson Apr 10.91

acknowledging receipt of Instructions No 169 dated Jan 9/92 relative to Pension Voucher

Abstract of Contents.

Enclosing pension voucher—

No. 169

Consulate-General of the United States,

Shanghai Mch 8, 1899.

Honorable A Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I have to inform yr of the death of Charles Anderson who held pension certificate # 73547 dated Dec 19 1845. Navy - He died March 6th 1899 at the General Hospital and was buried by me Mch 7 1899. I enclose herewith pension voucher to Mch 4 signed by him. I have become responsible for expenses his sickness and death and do not know yet whether he had any money or effects. He leaves a widow -

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

Cons Bureau

No. 170

Consulate-General of the United States,

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SHANGHAI, CHINA.

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Ackd
April 21

Mr. Goodnow

To the Department of State.

3rd. ASST. SECRETARY
APR 21 1899

Subject:

Trip to Soochow & Hangchow

Abstract of Contents.

Asking allowance for expenses.

No. 170.

Consulate-General of the United States,

Shanghai Mch 10, 1894.

Honorable Adee

Assistant Secretary of State,

Washington, D. C.

Sir:

During the Holidays of the Chinese New Year, I visited Suzchow and Wangchow. These two cities are in my Consular district but I had not been to either while since my arrival at this place. The trip cost me $71.00 Mex or 33.87 gold. I would ask to be allowed to include this in my contingent expenses.

I have the honor to be
Sir,
Your obedient Servant
John Goodnow
Consul General, U.S.A.
Shanghai.

Cons Bureau.

No. 171

Consulate-General of the United States,

, 189 .

Mr. Goodnow

To the Department of State.

Subject:

Allowed dms April 24

Carpet.

Abstract of Contents.

Asking allowance for.

No. 171

Consulate-General of the United States,

Shanghai March 10, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir: I have bought a rug. 16' x 16', for my office and have paid for it $46# Mex. or £1 94/100 gold. and would ask that I be allowed to include that amount in my accounts.

I had no carpet in my floor in 1897-8 and had a bad cold all winter. I did not want the same experience this winter. Hence the rug.

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U. S. A.
Shanghai.

PRINTED IN ADVANCE SHEETS NO. 425

ACKNOWLEDGED
APR 28 1899
Bureau of Foreign Commerce.

Mr Chelton
Mr Emory

No. 2

Consulate-General of the ~~United States~~

U.S. Consulate-General.
MAR 15 1899
SHANGHAI, CHINA.

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REC'D.
APR 18 '99
DEPT. OF STATE

Mr. Goodnow

3rd. ASST. SECRET.
APR 21 1899

To the Department of State.

Subject:

Regulations of Trade in the Yangtse-Kiang.

Abstract of Contents.

Enclosure as above

No. 2

Consulate-General of the United States,

Shanghai Mch 15, 1899.

Honorable A J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith Regulations of Trade on the Yangtsze River as published by the I.M. Customs -

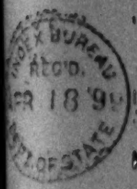
I have the honor to be
Sir,
Your obedient servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

Cor Bureau

No. 17

Consulate-General of the United States

, 189 .



Mr. Goodnow

To the Department of State.

Copy to Treasury
Copy to War
Copy to Navy - for
info & previous
letters by date

Subject:

Arms to Luzon

Done Apr. 25, 1899.

Abstract of Contents.

Enclosures
Copy letter WT Sylvester to me
Letter to Sylvester in case State Dept

Ack - my power.

No. 172

Consulate-General of the United States,

Shanghai March 16, 1899.

Honorable D J Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith copy letter W T Sylvester to me & letter to W.T. Sylvester in reply which you may hand him if you see fit. I told him I could only write any information I might have in this matter to you & he is, I understand, about to leave for Washington and will probably call on you. In regard to the reported shipments about to be made from Nanking, I would refer you to my unnumbered despatch of March 2d 1899, which conveyed to you Consul Martin's report.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Enclosure #1 in Despatch #173 Shanghai

Copy

Shanghai 15th Mar. 1899

The Hon. John Goodnow
U.S. Consul General
Shang-hai

Sir

While recognizing that which I am about to ask is of a peculiar nature, and a question for which there is no precedent, yet as our laws and institution demand that justice shall be given all, I appeal to you, not as a Government Official, but as an American citizen to express your opinion from your Knowledge of Chinese laws and customs, and general information upon the whole subject.

Is not the Chinese law very severe and strict on the question of trading, dealing, or having in possession, arms and ammunition in any part of China, and is it not prohibited?

Does not the Chinese Maritime Law, plainly read "Contraband goods, import and export trade

trade

<u>are also prohibited</u> in the following articles, gunpowder shot, cannon, fowling pieces, rifles, and all other munitions and implements of war?

Is it not a fact that even before a merchant can bring into the country one or more rifles as samples for the purpose of exhibiting for sale, that he must obtain through his Consul a permit from the Chinese Officials, which must be approved of, and passed through the Imperial Maritime Customs?

From your knowledge and information, with the exception of the arms and ammunition that are the property of the Chinese Government, do you believe that there are any arms, beyond a few samples held by merchants in China?

To be more specific, a charge has been made against me, which has been given wide publication through the medium of newspapers in the United States, based upon certain information that has been cabled from this section of the world that an attempt had had

been made, or that a shipment had actually been made - of a large quantity of arms and ammunition from the - Port of Hankiny to the Philippines Islands for account of the Filipini Insurgents in their operations against the American Forces. Such an accusation is equivalent to charging the Chinese Government, through its officials, of actively aiding and abetting the Filipino Insurgents against a friendly Power - the United States of America; and from your knowledge of the laws of China relative to arms and munitions, I appeal to you as a man that if it is not within your officials duties to state the result of your investigation of these charges, that you will at least give me your opinion as to the correctness of these charges, and as to the possibility of such a transaction having ever taken place.

I appreciate the delicacy of these questions, but in consideration of the fact, that I have every reason to believe that these charges have been maliciously made, and that they are equivalent to branding

branding

a man as a traitor to his country, which would for ever reflect upon him, and his family, I trust that in a spirit of justice, even if it necessary for you to go out of your way, to assist me in sighting myself, that you will do so. I would gladly court, in fact, seek an Official investigation.

Trusting that you will give the matter the serious consideration that it deserves,

I am, Sir,

Yours faithfully.

(sgd) W. F. Sylvester.

Enclosure #2 in Despatch #172

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

SHANGHAI, March 16, 1899.

W.T. Sylvester Esq.
City

Sir:- Replying to your letter of Mch 15 1899:-

I The Chinese law is very strict in regard to possessing trading and dealing in arms and ammunition in any part of China & such possession and trading is prohibited by the Chinese laws.

II Import and export trade is prohibited by the Chinese law in all munitions, implements of war and explosives.

III No merchant can bring any firearms or explosives through the Imp Customs without a permit from the Chinese officials obtained through his Consul unless such firearms or explosives are consigned to the Chinese authorities.

IV I only know of a few firearms held as samples and for sporting purposes & all others of which I have knowledge are in the hands of proper authorities.

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

2

SHANGHAI, . 189 .

I, of course, can not answer any questions as to investigations of any kind made by this office unless I am instructed to answer by the Department of State.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

No. 173.

Cons Bureau

Consulate General of the United States,

Shanghai, China, Mch 17 1899.

INDEX BUREAU REC'D. MAR 10 1899 DEPT. OF STATE

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

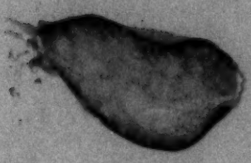
3rd. ASST. SECRETARY. APR 21 1899

ack. Apr. 24.

SUBJECT.

Settlement Extension

ABSTRACT CONTENTS.



No 173

U.S. Consulate General
-MAR 17 1899-
SHANGHAI, CHINA.

Hon. D. J. Hill
Assistant Secretary of State
Washington D.C.

Sir

Referring to my #152 I would beg to report that Tsai Taotai after his return from Nanking, offered an entirely inadequate Extension of the Settlement and hampered this with conditions which could not be accepted. We reported this fact to the Viceroy at Nanking and asked a special commissioner to settle the Extension. The Viceroy replied that he had ordered a new Taotai to replace Tsai and would order this new Taotai to satisfactorily arrange the Extension.

Yesterday the American Asiatic and the China Associations met. I enclose account of their meeting which gives the objectionable conditions Tsai Taotai sought to impose. Also a letter on this subject. 1/ 2/

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

No 1 in #173 Shanghai -

SETTLEMENT EXTENSION.

IMPORTANT MEETING.

WHAT THE CHINESE WOULD LIKE.

Yesterday afternoon an important meeting, convened under the joint auspices of the Shanghai Branch of the China Association, and the American Association of China, was held in the Municipal Board Room for the purpose of considering the deadlock which has arisen in the matter of Settlement Extension. Amongst those present were Messrs. C. Thorne, R. W. Mustard, A. W. Danforth, F. H. Haskell, N. Macleod, M.D., H. Browett, J. W. Richards, H. Ollerdessen, Rev. W. P. Bentley, A. W. Burkill, C. Dowdall, Rev. G. Fitch, A. S. Bremner, A. E. Jones, V. G. Lyman, T. W. Kingsmill, J. Prentice, W. J. Clarke, P. F. Lavers, W. H. Poate, J. D. Thorburn, H. J. Such, J. Buchanan, C. J. Dudgeon, F. E. Haskell, Wade Gard'ner, Ross, J. H. Osborne, Capt. Cooke, J. C. Bois, A. Wright, H. Gribble, J. Ward Hall, G. A. Matthews, H. R. Hearn, C. W. Hay. E. C. Pearce, H. J. Craig, C. W. Wrightson, D. Brand, T. M. Phillips, E. A. Hewett, R. W. Little, G. J. Morrison, M. Wolff, E. B. Skottowe, F. Anderson, J. O. P. Bland, H. R. Kinnear, J. Tulloch, J. F. Seaman, E. J. Hogg, R. Inglis, G. R. Wingrove, G. W. Noël, J. Welch, E. T. Williams, R. H. Hunt, J. L. Scott, J. Graham, and A. McLeod.

Upon the motion of Mr. F. E. Haskell, Mr. C. J. Dudgeon was voted to the Chair, and at the instance of the Chairman, Mr. Leonard Kerr was appointed Secretary to the meeting.

The Chairman said—Gentlemen, in opening the proceedings of this meeting I do not think that it is necessary that I should take up your time with any lengthy explanation of the reasons which have influenced the Committees of the two Associations in calling it, nor indeed, seeing how fully the question which we are met to discuss has been thrashed out publicly, need I detain you long on the subject matter itself. Before, however, proceeding to business I wish to say how highly I appreciate the honour of presiding over the first meeting which has been held in Shanghai—and, so far as I know, anywhere else—where the great Anglo-American brotherhood meets for the purpose of giving expression to what I am sure will be a united opinion. (Applause.) Gentlemen, we all of us remember the public meeting of the community which was held last June under the auspices of the Chamber of Commerce, and the strong resolutions which were then passed urging the necessity, both on administrative and on sanitary grounds, for the extension of these Settlements, and we remember the convincing arguments with which these resolutions were supported. In holding this meeting to-day we are fulfilling a duty which we took upon ourselves when we adopted the first resolution of the June meeting, in which we declared the necessity that there was for supporting the Municipal Council in its claims for Settlement extension, by public action and by public expression of opinion. It is now more than three years since steps were first taken by the Municipality to obtain an extension of these Settlements. That everything possible has been done by the Municipal Council we all of us well know; that the Council has failed is no matter of blame to its members, and we should be failing in our duty did we not endeavour to assist them with all the power that we possess. Gentlemen, I can think of no better, nor stronger, support that can be given to the Council than in combined action, such as we are taking to-day, on the part of our two organised Associations whose duties are to express, and to give effect to, British and American views and opinions. (Hear, hear.) With this introductory remark, I will go back to the June meeting and see how matters have progressed since then. After the action which was then taken the community was content to stand by for a while and await the results of the strong expression of opinion which was made, and it is possible that long experience of Chinese ways has caused us to be more complaisant in the matter of waiting than would have been accepted as reasonable elsewhere. There were certain events which took place in July, which did not tend to promote an even course of friendly negotiations between Chinese and foreigners, and indeed they were by many of us, if not by all, deplored in that they gave cause for a re-stirring of Chinese animosity towards foreigners, which we know too well to exist, but which by just and liberal dealings we desire to eradicate. These events of July carried with them consequences which, until the end of the year, effectually blocked the question of general Settlement extension. At the beginning of the present year, however, we learnt with satisfaction that the Taotai of Shanghai had been instructed to at once take in hand the matter and to bring it to a conclusion, and for some time it was understood that the negotiations were proceeding with every prospect of a satisfactory outcome. Towards the end of January the Taotai left for Nanking, and it was understood that he was proceeding thither in order to make the final arrangements. In February he returned, more negotiations followed, and suddenly we were informed that they had been finally broken off, leaving the question of Settlement extension again as much in the air as ever it was, and we may be certain that Chinese policy will be directed towards keeping it in its airy position just as long as the Chinese think that they can exploit the situation. I say therefore that the time has again come for further public action as called for in the June resolution, and I am certain that I will carry the meeting with me when I say that no more appropriate action could be taken than by the convening of such a meeting as you are attending to-day. (Hear, hear.) Gentlemen, the question as to why the negotiations have failed does not perhaps very much concern us, nor does it concern us to take into account the rumours which, during the past few days, have been current in the local Press, as to there being other forces at work apart from Chinese opposition. At the same time, however, I am at liberty to place before you some facts in connection with the recent negotiations with the Taotai which will no doubt interest you and which will show you the impossibility of the situation, and how we are being played with and fooled by the Chinese authorities. I would ask you to remember, in connection with what I am going to read to you, that it represents the result of three and a-half years' work, and I will leave you to draw your own conclusions as to the hopelessness of anything being gained in China through the means of diplomacy, unsupported by the determination of force. (Applause.) The Chinese authorities apparently found it necessary to admit the principle of Settlement extension, but in making the admissions they cut down the area of the claimed extension in such a way as, on that point alone, to render continuation of negotiations impossible. But apart from the restriction of area, we now learn that the terms now to be attached to any extension were such as to absolutely prove the insincerity of the Chinese in the whole matter. It is these terms that I am about to read to you. They are headed: "A Proposition of Eight Articles for the Extension of the Settlement"—I quote them as I have them and am not responsible for the diction. The first article is:—

"This time, after the extension of the Settlement, the rights of the Chinese residents within the same shall be equal to those of the residents of other nationalities, with no difference whatever, and Chinese ought to vote on the occasion of nomination of Councillors." (Laughter.)

A very pleasing regulation so far as Chinese are concerned, and no doubt they would supply us with a very nice Chinese Council, which would of course save the foreign devils a lot of trouble. (Laughter.)

Art. 2.—"Warrants from Chinese authorities for apprehension of Chinese, such Chinese not concerning the interests of foreigners, will not be taken to the Senior Consul for endorsement, and will be dealt with per original regulation of the Mixed Court."

That is to say that in the Settlements the *yamén* runners of the Chinese authorities can do as they please.

Art. 3.—"Public buildings belonging to the Chinese Government situated within the extended Settlement ought to be governed according to their established regulations; foreigners will not interfere with such government."

There is a smell of the Ningpo Joss-house about this, and such a regulation would no doubt produce other smells and nuisances.

Art. 4.—"After the present extension of the Settlement the area will be larger than the original Settlement"—which is no doubt true—"thereafter all nations, without exception, will be included within this cosmopolitan Settlement; no further extension will be asked for."

The cosmopolitan idea is no doubt all right, and the matter of "no further extension" will no doubt have the special attention of at least one nationality from its own particular point of interest.

Art. 5.—"Formerly when China consented to grant a Settlement to Japan in Shanghai and other places, it was specified in the treaty about a differential duty on foreign and native goods and establishment of manufactories, the present extension of Settlement, making the same cosmopolitan, the duty ought to remain as per previous original treaty."

I do not know what that means, but it seems to savour of likin, and to be a sort of general shot at industrial enterprises in the extended Settlement. We have been shot at enough, goodness knows, in our industrial enterprises in the present Settlement.

Art. 6.—"In matter of taxation within the Settlement, when such taxation concerns Chinese, the question will be treated as per English Consul-General Brenan's dispatch, i.e. to be put in force after satisfactory arrangements with the Chinese authorities. In matters of prohibition or approval by Chinese authorities, once obtained sanction of the Consuls, the Municipal Council will not put objection."

That apparently means that no taxation of Chinese can be made without the approval of the Chinese authorities, but really the matter is so mixed up that I can with confidence leave it to Mr. Consul Brenan, whose name is mentioned in connection with it.

Art. 7.—"After the present extension of the Settlement the Municipal police stationed without the boundaries will be recalled; the Chinese authorities will place their police to take charge and keep the boundaries clear, each exercising its power."

That is to say that the policing of ex-Settlement roads is to be left to the tender mercies of the Chinese. Gentlemen, if this wasn't a very serious meeting I would ask you to laugh. (Laughter.)

Art: 8.—"Rivers and creeks belonging to the Chinese Government, Chinese burial grounds, and buildings situated within the boundaries of the extended Settlement, to be regulated as per delimitation of the Hongkew boundaries which took place in the 19th year of Kuang Hsü."

Gentlemen, I have had the document from which I am quoting in my hands for so short a time that I have been unable to read up what took place in the 19th year of Kuang Hsü, but if my memory does not deceive me it was in that year that the then American Consul-General completed the arrangements for the extension of the American Settlement, which work he did for the general benefit of the Settlements, but he did it working alone as American Consul, and he was not interfered with by other Consuls. And this gives me a point, which is that the only difference between the work then and the work that we are urging forward to-day, is that whereas he carried through his work on behalf of the country which he represented, we are to-day urging similar action jointly as Anglo-Americans in the interests of the two Settlements which bear our name. (Applause.) Gentlemen, it seems, I repeat, most appropriate that we who are the representatives of those who made these Settlements, and whose name they bear, should, as an Anglo-American combination, take up this question on our own account, and in the words of the resolution which I am about to read, urge upon our respective Governments that immediate, united, and vigorous action be taken in order to bring to a satisfactory conclusion a matter which vitally affects the interests of the community. Let it be understood by everybody both inside and outside this meeting that we are not asking for any special privileges for ourselves, but that what the efforts of our Governments may gain will be of equal advantage to all nationalities alike. Our German friends have shown themselves so completely at one with us in this matter, that I am sure that they will heartily support our movement, and I only regret that it has not been possible to invite them to join us in this meeting of our two Associations. The resolution that I have to propose is:—

"That in view of the present deadlock in the matter of the Extension of the General Settlements at Shanghai, this meeting urges the necessity of immediate, united, and vigorous action on the part of the Governments of Great Britain and the United States, in order to obtain a definite solution of a question vitally affecting the interests of this community."

Mr. F. E. Haskell (President of the American Association of China)—Gentlemen, I have great pleasure in seconding the resolution proposed by the Chairman of the China Association and I am sure that our Association fully endorses the resolution. I can add but little to his remarks; the facts are all as stated by him. It may be thought that it is somewhat unfair to the policies of the governments to forward such a resolution to the various authorities, but I think that, considering the apathy that has been shown by both our governments in the affairs of the Far East in the past that we are quite justified in doing so, and I hope you will support it. The Chinese authorities have recognised the principle of Settlement Extension by offering a certain area which is not considered by the Consuls to be adequate to what should be granted, but they still accompany them with conditions which would nullify the benefits we are asking. Beyond this, as the Chairman of the China Association has told you, a few years ago, the extension of the Hongkew Settlement was granted without any conditions beyond what existed previously. Most of us have experienced the tactics of the Chinese, either in their official or commercial capacity, which are procrastination, haggling, and raising new issues to tire out the foreigner. In this matter I hope the latter will not be tired out, and that it will be made plain to the Chinese that there are certain rights and certain things which they will have to concede, and that they cannot bar all progress. We are only asking for what will benefit them equally with us, and I hope the resolution will be carried. (Applause.)

Mr. F. Anderson—Mr. Chairman and

gentlemen, on behalf of the Municipal Council I would merely like to say that the terms which Mr. Dudgeon has read out to us to-day have been heard by us for the first time. They have not been communicated to us, and I am quite sure when they are, I am expressing the unanimous opinion of the Council when I say that they will be received with feelings of amusement, if not of indignation. If this is the result of three and a-half years' negotiations it seems to me to be quite clear that the Chinese are treating the matter in a spirit of mockery. They would not treat any one of the Great Powers in this spirit and the fact that they have done so to the Consular Body representing all the Great Powers appears to me to argue that either they think the Consuls are not in earnest in the demands which they have made, or that there are so great dissensions among them that they can treat it in this spirit with impunity. I therefore think that the action which the proposer of the resolution, Mr. Dudgeon, and Mr. Haskell laid before us to-day, namely, that the negotiations should now be pressed not by the Consular Body as a whole, but by the two nationalities whose names the Settlements bear, and any others who are willing to coöperate with them, is the most likely to lead to success. (Hear, hear.)

The resolution was then put to the meeting and carried unanimously.

Mr. C. Thorne—You have just heard it expressed by Mr. Anderson that it will probably be of very little use if this is merely referred to the Consular Body. It therefore shows the necessity of bringing forward another resolution, which I have now the pleasure of moving:—

That the resolution now passed be communicated by wire both to London and Washington, and to our respective Ministers in Peking.

We hope this may produce a different result from what it has done hitherto.

Mr. A. W. Danforth seconded, and the resolution was carried *nem. con.*

Mr. Dudgeon having mentioned that this concluded the business, a vote of thanks to him as Chairman was carried by acclamation, and the meeting dispersed.

"Paoshan" in Shanghai

SETTLEMENT EXTENSION.

To the Editor of the
NORTH-CHINA DAILY NEWS.

SIR,—I notice with surprise that in all you write about Settlement Extension very little is said concerning the importance of securing a portion of the Paoshan district. The present Settlements are in the Shanghai district, and the Chinese officials are trying to confine them to it, giving as a reason that difficulties will arise from having the Settlements in two districts. A Chinaman very seldom gives his real reason, or all of his reasons. I am glad to see that our Consuls-General see the importance of getting a foothold in the Paoshan district in the proposed extension. There are some very strong reasons for insisting on having a portion of the Paoshan district, in fact it would be better to have no extension at all at this time than to fail to get a portion of it. Let the following reasons substantiate the above position:—

1.—The city of Shanghai has already grown up to the Paoshan border, and in some places passed it. The railroad has given an impetus to growth in that direction. The Chinese officials may succeed in keeping the Settlement out, but they can no more keep the city of Shanghai out than they can keep the wind out.

2.—Greater Shanghai will be between the river and the railroad. China has the people to make a city as large as New York, or even London. Manufacturing has already brought many people to Shanghai, and will bring many more. A few tens of years will show marvellous growth in this already great and growing city. Shanghai and Woosung will join, and still have to grow to reach London's present size. It will grow in every direction, but its greatest and most rapid growth will be towards Woosung. Most of the country between Shanghai and Woosung is in the Paoshan district. The Chinese see this, and are holding on to this district with a death grip. Shall this be brought in to increase the beauty and wealth of the Model Settlement, or left in Chinese hands to mar its beauty, menace its health, and minify its wealth?

3.—Not to get an extension in the Paoshan district in the new Settlements would be to have an extension more in name than in reality. The Viceroy is ready to grant what is wanted in the Shanghai district, or at least a large portion of it, because it is already in the hands of foreigners. He has no objection to giving foreigners the right to tax foreigners. So far as the Bubbling Well section is concerned, that is already in the hands of foreigners. Shall we allow the Chinese officials to pay us off with what we already have? We can now get good title-deeds in the Shanghai district, but for years the officials have fought against giving any deeds to foreigners in Paoshan.

4.—One who knows says that eight hundred *mow* of land in the Paoshan district is now owned by foreigners. These owners have possession of the land under a bill of sale from the native owners stamped by the *tipao*, but the officials refuse to give foreign title-deeds. The Chinese are also anxious to be taken within the new Settlement.

5.—The officials have succeeded in keeping the Settlements out of the Paoshan district, and in not giving deeds for the foreign-owned land until now. Let them succeed this time, and their position becomes very strong. Time and precedent make a Chinaman a strong man. Let the officials have their way this time, and we lose our opportunity, not only now, but but perhaps for all time.

I am, etc.,

PAOSHAN.

16th March.

"Paoshan" is Rev. R. T. Bryan D.D., senior in the Baptist Mission.

Ans Bureau

No. 174

Consulate General of the United States.

Shanghai China Mch 18 1899.

BUREAU RECD. APR 18 99 DEPT OF STATE

3rd. ASST SECRETARY APR 21 1899

Mr. Conger

ask to see
+ send to Senator Davis
for him to open
+ read
our files Cubas
Apr. 24.

TO THE DEPARTMENT OF STATE.

SUBJECT.

Political condition of China

ABSTRACT CONTENTS.

Enclosing letter to Senator Davis.

No 174

Hon. A. Hill
Assistant Secretary of State
Washington D.C.

Sir:-

I hand you herewith "private" letter to Hon. C. L. Davis, which treats of Chinese political affairs from the standpoint of Shanghai +

Please hand it to him if consistent

I have the honor to be
Sir,
Your obedient servant,
Wharlwood Rand
Consul General, U.S.A.
Shanghai.

Enclosure in No. 174.

CONSULATE GENERAL OF THE UNITED STATES
OF AMERICA.

Private.

March 17th. 09

My dear Senator Davis:

In writing to you about the situation out here it must be remembered that this city is in point of time as far from Peking as Washington is from San Francisco. I can not therefore tell you anything of the situation at Peking. It is true however that this is the commercial capitol of China; at least in its trade with foreigners. In this country of great distances and slow communication, conclusions arrived at in Shanghai or Canton, although possibly and probably differing from the conclusions arrived at in Peking, yet may have the greatest possible effect upon the future of the country. The views of the active and enterprising Chinese who do business here, whether right or wrong, are the views which are believed to be right by the people of the Yang Tse Valley and the South of China; and therefore, right or wrong, must be taken into consideration by one desiring to know the exact practical situation in China. I can not at this place know the actual facts or the real reasons leading up to the deposition of the Emperor and the assumption of power by the Empress Dowager, but I do know how the merchant Chinese here look at these occurrences. I can not know the present condition of the country as seen by the ruling tribe of Manchus at Peking, nor do I know how

Enclosure in No. 174.

CONSULATE GENERAL OF THE UNITED STATES
OF AMERICA.

Private.

March 17th. 9

My dear Senator Davis:

In writing to you about the situation out here it must be remembered that this city is in point of time as far from Peking as Washington is from San Francisco. I can not therefore tell you anything of the situation at Peking. It is true however that this is the commercial capitol of China; at least in its trade with foreigners. In this country of great distances and slow communication, conclusions arrived at in Shanghai or Canton, although possibly and probably differing from the conclusions arrived at in Peking, yet may have the greatest possible effect upon the future of the country. The views of the active and enterprising Chinese who do business here, whether right or wrong, are the views which are believed to be right by the people of the Yang Tse Valley and the South of China; and therefore, right or wrong, must be taken into consideration by one desiring to know the exact practical situation in China. I can not at this place know the actual facts or the real reasons leading up to the deposition of the Emperor and the assumption of power by the Empress Dowager, but I do know how the merchant Chinese here look at these occurrences. I can not know the present condition of the country as seen by the ruling tribe of Manchus at Peking, nor do I know how

the Ministers of the Home Governments look at it; but I can give you what I learn from the merchants both foreign and Chinese who live here and from the Managers of the Foreign Missionary Societies whose head-quarters are in Shanghai.

There is no question but that from the standpoint of the Chinese idea of the family, the Empress Dowager did perfectly right in deposing the Emperor provided that she names a vigorous and virile successor. It is of the highest importance in the Chinese ideas of Ancestral worship that each man shall have sons to continue the family line. It is of course especially important to the Imperial Clan that the head of it, the Emperor, shall have sons to continue the Imperial house. In this first duty of a Chinese, Kwang Hsu has failed. He certainly has no sons and it is stated that he can not have any; therefore it was the duty of the Empress Dowager as the head of the family to substitute for him on the Throne and as the head of the Clan, a man who would be able to have children.

The Emperor also had fallen under the influence of such men as Kang Yu-wei who was a noted Confucian scholar and was also a keen student of Western ideas. On his advice the Emperor had proposed more reforms than the Empress Dowager

Enclosure in No. 174.

CONSULATE GENERAL OF THE UNITED STATES

OF AMERICA.

Private.

March 17th. 9

My dear Senator Davis:

In writing to you about the situation out here I must be remembered that this country is not as far from feeling as Washington is from the Philippines, and therefore tell you anything of the views of the Foreign Ministers of the Home Government upon it; but as I can give you what I learn from the representatives of Foreign Missionary Societies whose head-quarters are in Shanghai and Chinese who live here and from the Managements of the Foreign Banks, yet may have the greatest influence in Peking.

There is no question but that from the standpoints of the Chinese idea of the family, the Empress Dowager stands perfectly right in deposing the Emperor provided that she names a vigorous and virile successor. It is of course especially important to the Imperial Clan that the head of it, the Emperor, shall have sons to continue the Imperial House. In this first duty of a Chinese Ruler he has failed. He certainly has no sons and it is asserted that he can not have any; therefore it was the duty of the Empress Dowager as the head of the family to substitute for him on the Throne and as the head of the Clan arrange another would be able to have children.

The Emperor also had fallen under the influence of men as Kang Yu-wei who was a noted Confucian scholar and was also a keen student of Western ideas. Undoubtedly the Emperor had proposed more reforms than the Empress Dowager

and the Imperial Clan deemed advisable. The Empress Dowager for many years had had the reins of government and apparently did not relish the activity of the young Emperor. Taking advantage of the two things, that is, the family idea and the reactionary sentiment, she accomplished the practical deposition of the Emperor and regained power for herself. The unfortunate part of it for us is that her return to power is considered by the people as an anti-foreign movement and the execution of many of the reformenrs was a great blow to our influence and prestige. It is said "These men were executed for doing what the foreigners advised and the foreigners have not protected them". This feeling has resulted in a scramble to be with the winning side by those Chinese who are in Public positions.

There is no question in my mind but that, if there is no partition of the Empire from abroad, there will be a revolution in China. The situation can not help reminding you of the situation as we read it in France prior to the great revolution. Here as well as there the people have been without power because they have had no means of communication with one another and hence have not had the courage and power of their numbers. A very few years ago

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Emperor had proposed more reforms than the Empress Dowager

Chunking was six weeks from Shanghai and Canton ten days from Shanghai. Now all the main cities of the Empire are connected by telegraph lines and we know in Shanghai to-day what is done in the other cities of the Empire to-day. Newspapers (Chinese) have sprung up in great numbers and are being widely circulated and read, even by the coolies, and the freedom of speech in these newspapers is beyond even our habit. They are published in the foreign settlements of the different ports and are outside the jurisdiction of the Chinese and they speak in the most open manner of public affairs and persons. As a consequence there is growing up in China what we would call a public opinion. There is growing up in China patriotism. The Nation is becoming unified. They tell me that in many parts of China the Chinese-Japanese war was called Li Hung Chang's war. I do not believe that to-day such a naming would be possible. Any difficulty in any part of the Empire is now known of and is felt in every other part of this great State. This new national feeling does not seem to have reached the officials; it is only strong among the mercantile and the lower classes. But it is so strong and thoroughly diffused among these classes that one has the feeling all the time that a leader

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Any difficulty in any part of the Empire is now known of and
is felt in every other part of this great State. This new
national feeling does not seem to have reached the officials;
it is only strong among the mercantile and the lower classes.
But it is so strong and thoroughly diffused among these
classes that one has the feeling all the time that a leader

arising who will stand honestly for the development of China and firmly for the maintenance of the integrity of China, will have the country unitedly and enthusiastically supporting him. These people feel that it is impossible to continue under the administrations of the present rulers. Corruption and injustice are the common and to be expected condition of all the Yamens. One feels certain that they would rather have a Protectorate of the peoples whom they believe to be fair and just, although foreign, than the present corrupt and weak administration of affairs.

The English and the Americans have got the reputation among the Chinese of being just. Our courts are believed to be just and not to be bribed. Asiatics are seldom able to obtain unbought justice in their own Courts. Nor do they feel so certain of justice in any other foreign court as in an Englishor an American one. Our American Missionaries also, have gotten the reputation of being kind, just and unselfish. There is no question but that the friendship of the Chinese, so far as they can be said to have friendship for foreigners, is toward England and America. If any Nations are to take over charge of this country and ensure its continuance as a Nation, and teach its people truth,

arising who will stand responsible for the development of
China and rivalry for the maintenance of the integrity of
China, will have the country united by and enthusiastically
supporting them. These people feel that it is impossible to
continue under the administrations of the present rulers.
Corruption and intrigue are the common and to be expected
condition of all the Yamens. One feels certain that they
would rather have a Protectorate of the peoples whom they
believe to be civilized just although foreign, than the
present corrupt and weak administration of affairs.

The English and the Americans have got the reputation
among the Chinese of being just. Our courts are believed
to be just and not to be bought. Asiatics are seldom able
to obtain unbiased justice in their own courts. Nor do they
feel so certain of justice in any other foreign court as
in an English or American one. Our American Missionaries
also, have gotten the reputation of being kind, just and
unselfish. There is no question but that the friendship
of the Chinese, such as they can be said to have friendship
for foreigners, is for England and America. If any
Nations are to obtain even charge of this country and ensure
its nominal peace and begin its people truth,

courage and justice until they are fit again to govern themselves, the English and the Americans are the natural gaurdians to take this trust.

I do not believe this people can be permanently partitioned among the Powers. Their steadfastness and capacity to endure without real submission impresses every man who has dealings with them. They have assimilated their conquerors in the past. There is no reason to believe that their patience and strength are less now than they have been in years gone by.

What Nation has a deeper interest in the future of China than has the United States? Our ideas and our goods reach this country by the shortest route. Our export trade to China is in its infancy and yet amounts to $20,000,000 a year, and in many lines we are now monopolozing the market. We do not realize the jealousy of the Continental Nations. We may expect to be shut out of any part of China which falls into the hands of any other nation than England. Nor can we blame others for shutting us out. We ourselves are protectionists and so must be any nation with a large undeveloped territory. Russia is as naturally protectionist as we are; and yet our trade in China is now most largely

courage and justice until they are fit again to govern
themselves. The British and the Americans are the natural
guardians to take this country watchfully and enthusiastically
by the hand while the people can be permanently partic-
ipating among the Powers. Their steadfastness and capacity
to endure without precautionary impatience every man who
has dealings with them. They have assimilated their
conquerors in the past. There is no reason to believe that
their patience and strength are less now than they have
been in years gone by. [illegible] administration of affairs.

What Nation has a deeper interest in the future of
China than has the United States? Our ideas and our goods
reach this country by the shortest route. Our export trade
to China is in [illegible] money and yet amounts to $30,000,000
a year. And in many lines we are now monopolizing the market.
We do not regard the Secretary of the Continental Nations.
We may appeal to Germany out of any part of China which
fails into the hands of any other nation than England. Nor
can we blame others for wanting us out. We ourselves are
protectionists and no more be any nation with a large
unemployed population. Germany is the country and ensure
as we are and our trade in China is now most largely

with the Northern part which to-day is almost in Russia's grasp. Our interest is great but the emergency is so pressing that only the promptest and most effective measures can safeguard our interests.

I am,

Respectfully,

John Goodnow,

To the Hon. C. K. Davis,

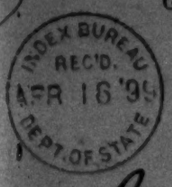
U. S. Senate, Washington.

Art Bureau
file

No. 175

Consulate General of the United States,

Shanghai, China, March 18 1899.



Mr. Goodnow

TO THE DEPARTMENT OF STATE.

SUBJECT.

General Bedloe's leave of absence.

ABSTRACT CONTENTS.

Enclosing request for leave to visit the United States and asking the Dept to cable reply.

No 175

Hon D J Hill
Assistant Secretary of State
Washington D.C.

Sir: I beg to hand you herewith copy of letter from Consul Bedloe asking me to forward his request for permission to visit the United States.

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

Enclosure #1 in Despatch #175

CONSULATE-GENERAL OF THE UNITED STATES
OF AMERICA.

Copy

SHANGHAI, Mch 18, 1899.

Hon J Goodnow
Consul Genl of the US
Shanghai

Sir:—

I have the honor to request you to kindly forward my request to the Department of State asking permission to visit the United States during my present leave of absence +

In the event of my request for permission to visit my home being granted I desire you to request the Dept of State to cable you the fact and you to notify me by mail—

I have the honor to be, Sir
Your obedient Servant
(Signed) Edward Bedlow
Consul
on leave of absence

No. =

Consulate General of the United States,

Shanghai, China, Mch 21 1899.

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Mr. Goodnow

TO THE DEPARTMENT OF STATE.

ack. by form.
apr. 29.

SUBJECT.

Judgment
US vs Sprague

ABSTRACT CONTENTS.

No. 2

Consulate General of the United States,

Shanghai, China, March 21 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to hand herewith copy judgment in U.S. vs Sprague.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Copy Enclosure in despatch Mch 21 1899 Shanghai

Judgment in U.S. vs H.C. Ephraim

There is one essential thing in this case and that is that James Nissam's signature was not in his own writing and by the admission of the defendant himself he signed James Nissam's name to this check for Tls 3,500. It makes no difference in this case whether or not he got any financial benefit from it; it makes no difference in this case whether he uttered the forged check or not. "Forgery is making a false usable document with intent to defraud." (Wharton's Crim. Law 634). and by the common law forgery is a misdemeanor. The possibility of the fraud is enough to complete the offence. It is not even necessary to aver or prove damage or injury to have accrued. It is enough if this instrument were calculated to

defraud. "A general intent to defraud is sufficient to constitute the crime: for if a person do an act the probable consiquence of which is to defraud it will institute a fraudulent intent. (Russell on Crimes 361). The intent is shown by what is actually done. We cannot take oral evidence as to intent but "criminal endeavors, evidenced by manifest overt acts are and ought justly to be punishable;" "a party who does an act wilfully necessarily intends that which must be the consequence of the Act." (2 Brooms Common Law pp 960-962). The defendant signed the check in another man's name and that shows an intention to get the money on that check to the detriment of the Bank or the person whose name is signed. There

is no question whatever that this is a case of forgery and by the defendant's own admission he signed James Nissam's name. There is no commercial crime that needs severe punishment more than this crime does, and there is no crime that is so calculated to overthrow the confidence of the community in commercial transactions than this. The highest praise that can be said of a man is that his word is as good as his bond and the minute a crime is made reflecting on a written signature or bond, it is striking at the very root of all commercial transactions. No crime can be worse in commercial matters than signing a man's name wilfully, or without his consent and with intent to defraud.

That is shown here by the actual document. The sentence of the Court, the assessors concurring, is that you be confined in this goal with hard labor for a period of six months from this date.

Memphis Oct 20 1849

John Gardenier
Actg Genl
acting judiciary

We concur
Signed C C Bennett
Signed Wm Danforth
} associates

No. 176

Gen Peirce

Consulate General of the United States,

Shanghai, China, March 21 1899.

Mr. Goodnow

Acknowledge further information for Auditor asking for

copy to Auditor

TO THE DEPARTMENT OF STATE:

Ack't and sent copy of Auditor's letter of June 14-1899 to Shanghai on July 5-1899

SUBJECT.

Salary while absent from Shanghai on orders Dept of State

ABSTRACT CONTENTS.

Do I lose part salary Consul Gen when absent on orders?
If so, how am I compensated?

375.

Mr Chelton

I know of no pay to pay the Vice Consul Generals salary except from the Emergency and I am opposed to that. Yet seems hard to direct Mr Goodrow to investigate matters and then make him lose pay. He seems to have earned salary in both instances - What are the amounts in each instance Either

Consular Bureau.

MEMORANDUM.

May 1,1899.

Approved A. Hay

Mr. Cridler:

The facts in this case are somewhat confused. Mr. Goodnow has not reported definitely who was in charge of the office during his absence from December 3rd to 18th. Mr. Williams, the Vice Consul General was formerly interpreter as well but he resigned in October and Mr. Stephen P. Barchet was appointed interpreter/ It is not perfectly plain whether or not Mr. Williams intended to resign as Vice Consul General also. No nomination has been made for a new Vice Consul General and I understand that Mr. Williams is still in Shanghai engaged in business and

Consular Bureau.

MEMORANDUM.

possibly intends to remain as Vice Consul General. If Mr. Williams was in charge he was of course entitled to compensation and the only way to pay him is from the Emergency Fund which fund it seems to me is properly used to meet a case of this kind. Mr. Goodnow was not out of his district as it has been held that a Consul's General district extends as far as his supervisory powers. He should not therefore properly lose salary during his absence from his post while still in his district under orders. If on the other hand, Mr. Williams resignation was intended to sever his connection with the office entirely, it is likely that Mr. White the Deputy Consul General was left in charge though under the regulations

Consular Bureau.

MEMORANDUM.

the Deputy Consul General cannot properly be left in responsible charge of the office As Mr. White is paid as clerk he could not receive additional salary as Deputy Consul General in charge. I think before deciding definitely in the matter that we should write to Mr. Goodnow and ask him to clear up the case, reporting first whether or not Mr. Williams resignation was both as interpreter and Vice Consul General, and also who took charge of the office during his absence.

R.S.L.

Consular Bureau.

MEMORANDUM.

May 11, 1899.

Mr. Cridler:

Since my memorandum of the first in this matter we have found despatch No. 126 from Shanghai from which it appears that Mr. Williams resignation was both as Vice Consul General and Interpreter. I was under the impression that this was the case but proper note had not been made of the fact and Mr. Williams is still carried in the register as Vice Consul General. It would therefore appear that during Mr. Goodnow's absence the office was in charge of Mr. White, the Deputy Consul General and clerk. As Mr. Goodnow was still within

MEMORANDUM.

his district while in Canton it may be held that Mr. White was not in responsible charge of the office, simply acting as Deputy and receiving his compensation in the ordinary way as clerk, Mr. Goodnow being paid in full as Consul General. I find on inquiry at the Auditor's office that the accounts have been rendered in this way

No. 176.

Consulate General of the United States,

Shanghai, China, March 21 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I am called on for a waiver of salary by the Vice Consul for the time I was in Canton in Dec. 1898 conducting the trial of Rd Fenlmin as instructed by you - I furnished a waiver for the time I was in Canton in Sept. investigating the U.S. consulate there as per your instructions.

I would respectfully ask if I am to lose salary during absences under your order. If the vice or Deputy in charge during my absence in your order is to receive part of the salary of the Consul-General, please inform me in what manner I should draw for enough that I shall not lose financially by visiting other ports on Government business and by your order. I enclose 1/ Cert. 113. anew for the Auditor of State & other Depts

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

Dom.
No. =

Consulate General of the United States.

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Shanghai China. March 1899.

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

ack. by form.
Apr. 23.99.

SUBJECT.

Registration Citizens Canton Consulate.

ABSTRACT CONTENTS.

Enclosing list +

No. 2

Consulate General of the United States,

Shanghai, China, March 13 1899.

Honorable A Hee

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Enclosed please find list of citizens in the Canton Consulate.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Enclosed in Despatch March 23 1899
Shanghai

United States Consulate, Canton, China.

U.S. Consulate Gen.
MAR 23 1899
SHANGHAI, CHINA.

LIST of American citizens residing within the Consular District of Canton for the year 1898.

AMERICAN PRESBYTERIAN MISSION.

NAME.	Children.	Chinese Name.	Location.
John G. Kerr, M.D. L.L.D.		嘉醫生	Canton.
Mrs. „		嘉師奶	„
Rev. B. C Henry, D.D.		香灶文	„
Rev. H. V. Noyes, D.D.		哪安和	„
Mrs. „		哪師奶	„
Mrs. A. L. Fulton		富師娘	„
Rev. A. A Fulton		富利惇	„
Mrs. „	3	富師奶	„
John M. Swan, M.D.		關約翰	„
Mrs. „	2	關師奶	„
Rev. E. W. Thwing		丁牧師	„
Mrs. „ (absent)	1	丁師奶	„
Rev. J. J. Boggs		白牧師	„
Mrs. „ M.D.		白師奶	„
C. C. Selden, M. D.		恂嘉理	„
Mrs. „		恂師奶	„
Miss. H. Noyes		哪小姐	„
„ E. M. Butler		畢姑娘	„
„ H. Lewis		廖姑娘	„
„ M. W. Niles, M.D.		賴女醫士	„
„ M. H. Fulton, M.D.		富姑娘	„
„ J. V. A. Henry (absent)		香小姐	„
E. C. Machle, M.D. „		麻義士	Lien Chow
Mrs. „ „	4	麻師奶	„
Rev. W. H. Lingle		凌霄志	„

Name.	Children.	Chinese Name.	Location.
Mrs. Lingle (absent)	2	凌師奶	Lien Chow
Miss. L. Johnston		陳瑞意士	,,
,, Eleanor Chestnut, M.D.		車女醫士	,,
Rev. G. W. Marshall		馬華盛	Yeung Kong
W. H. Dobson, M. D.		都信德	,,
Rev. C. W. Swan		關查利	Kung How
Mrs. ,, M. D.	2	關師奶	,,
Rev. Rees F. Edwards.			,,
Mrs. Margaret E. Edwards.			,,
C. E. Reed, M. D.		李義嘉	,,
Mrs. ,,	1	李師奶	,,
H. M. Mc. Candliss, M.D.		康典麗	Hainan
Mrs. ,,	3	康阿麗	,,
Rev. F. P. Gilman (Absent)		紀路文	,,
Mrs. ,, ,,	3	紀師奶	,,
,, M. Rae Melrose	2	利馬大	,,
Rev. P. W. Mc Clintock		林保羅	,,
Mrs. ,,		林師奶	,,
Rev. C. H. Newton		悟熙國	,,
Mrs. ,,		安路斯	,,
E. D. Vanderburgh, M.D.		萬牧師	,,
Mrs. ,,	2	萬師奶	,,
Miss Etta Montgomery		周羅以	,,
,, Kate L. Schaeffer		赫斐	,,
Wilbur M. Campbell			,,
Rev. W. J. Leverette		李惠霖	Tam Chow

AMERICAN PRESBYTERIAN REFORMED MISSION.

Name.	Children.	Chinese Name.	Location.
Rev. Elmer Mc. Burney		梁多馬	Kowloon.
Mrs. „		梁師奶	„
Rev. A. I. Robb		陳安德	„
Mrs. „	1	陳師奶	„

AMERICAN SOUTHERN BAPTIST CONVENTION MISSION.

Rev. R. H. Graves, D.D.		紀好弼	Canton
Mrs. „		紀師奶	„
Rev. E. Z. Simmons		仕文	„
Mrs. „		仕師奶	„
Rev. R. E. Chambers		湛羅弼	„
Mrs. „		湛師奶	„
Rev. G. W. Greene (absent)		基憐	„
Mrs. „ (absent)	5	基師奶	„
Miss Lula F. Whilden		威靈姑娘	„
„ Claudia J. White		惠姑娘	„
„ Anna Greene (absent)		基小姐	„
„ Mollie Mc. Minn „		牧晃姑娘	Wu Chow Fu
„ Edmonia Bell Sale		謝慕貞	„
„ H. F. North		挪扶姑娘	Shiu Hing

AMERICAN BAPTIST MISSIONARY UNION, (SWATOW).

Rev. William Ashmore, D. D.		耶士摩	Kak Chio
Mrs. Chorlotte A. „		耶師奶	„
Rev. William Ashmore, Jr.		耶爲霖	„
Mrs. Lida S. „		耶師奶	„
Rev. William K. Mc. Kibben		目爲霖	„
Mrs. Rebecca C. „	1	目師奶	„

Name.	Children.	Chinese Name.	Location.
Rev. Herbert A. Kemp		金 真 士	Chao Chow Fu.
Mrs. „	2	金 師 奶	Kak Chio.
„ Anna K. Scott, M. D.		蘇 醫 師 娘	„
Rev. John M. Foster		何 約 翰	„
Miss Mary K. Scott		蘇 姑 娘	„
„ Hattie E. St. John		盛 姑 娘	„
„ Josephine M. Bixby, M. D.		宓 姑 娘	„
Rev. Jocob Speicher		師 雅 谷	Kieh Yang.
Mrs. Annie „	1	師 師 奶	„
Rev. James M. Carlin, D. D.		林 雅 谷	Ung Kung.
Mrs. Alice B. „	5	林 師 奶	„
Rev. Adam F. Groesbeck		陸 牧 師	„
Mrs. Clara H. „		陸 師 奶	„
Rev. Geo: Campbell		甘 武	Ka Ying Chu.
Mrs. Jennie W. „	2	甘 師 奶	„
Rev. George F. Whitman		惠 文	„
Mrs. „		惠 師 奶	„
AMERICAN BOARD MISSION.			
Rev. C. R. Hager, M.D.		喜 嘉 理	Hong Kong
Mrs. „		喜 師 奶	„
Rev. C. A. Nelson		伍 賴 信	Canton
Mrs. „	1	伍 師 奶	„
Miss Nellie M. Cheney		朱 美 好	„
AMERICAN SCANDINAVIAN FREE MISSION.			
Rev. H J. von Qualen		寬 夸 倫	Canton
„ H. O. T. Burkwall		郭 喜 文	„
BRITISH AND FOREIGN BIBLE SOCIETY.			
B. C. Randall, C.E.		蘭 德	Wu Chau Fu
Mrs. „	1	蘭 師 奶	„

UNITED BRETHREN IN CHRIST MISSION.

Name.	Children.	Chinese Name.	Location.
Miss. Australia Patterson		白 澳 大	Canton.
„ Susan L. Halverson, M.D.		華 戒 奢	„
Mrs. Regina M. Bigler, M.D.		碧 基 能	„
Howard K. Shumaker, M.D.		舒 嘉 理	„
Mr. & Mrs. E. B. Ward			„
Mrs. Thompson, M.D.	1		„

CHRISTIAN AND MISSIONARY ALLIANCE MISSION.

Mr. Isaac L. Hess		希 乃 錫	Wu Chow Fu
Mrs. „		希 美 穗	„
Miss. Agnes Cooney		古 麗 清	Tang Yuen
„ Dora H. Campbell		金 恩 賜	Macao
Miss. Carrie Prentiss		潘 基 靈	„
„ Ethel Miller		美 愛	„
Mrs. C. H. Reeves		李 師 奶	„
Miss. Alice Landis		梁 愛 麗	„
„ Minnie Barr Doner		杜 勉 姍	Tang Yuen
Mr. Martin L. Landis		梁 教 士	Nam Ning
„ L. B. Quick		包 鬯 士	Tung Tsun Hü
Mrs. „		包 師 奶	„
Mr. Arthur Howden		候 敦	Lo Ting Chau
J. R. Cunningham		孔 道 宏	Kwei Lam
Mr. Philip Hinkey		程 文 熙	Wu Chow Fu

IMPERIAL MARITIME CUSTOMS.

E. B. Drew, Commissioner		杜 德 維	Canton
Mrs. „	2	杜 太 太	„
„ J. Stephenson		師 分 遜	Kowloon
„ C. Ahlberg		阿 里 白	„
„ R. Day		德	兒 „
„ G. A. Forsaith		弗 率 士	Hoihow
Mrs. „		弗 太 太	„
Mr. R. A. Quinlan		桂 延 蘭	„
„ H. M. Thompson		湯 木 森	Swatow

Name.	Children.	Chinese Name.	Location.
Mr. M. Feller		斐樂	Canton
„ T. H. Smith		司密	„
„ W. E. Campbell		甘布	Kowloon
„ C. J. Spencer		司本色	„
„ T. F. Blain		布練	„
„ G. E. Holt		賀爾德	„
„ L. C. Arlington		阿林敦	„
„ T. A. Rule		魯耳樂	Samshui
„ H. Brown		博闌	Swatow
„ Alex. Thompson			„
„ W. Howard		侯偉德	„
„ W. Frederick		費德立	Hoihow
MERCHANTS AND OTHERS.			
Edward Bedloe,			Canton.
Henry R. Williams, Jr.			„
James Myers,			„
Olav Rolf,			„
John Carter Warren,			„
James Smith Murray,			„
Iacob Johan Lossius,			„
Mrs. „			„
Burton F. Kreyer,			„
Daniel J. Murphy,			„
Elyah W. Crocker,			„
George Henry Lawrence,			„
Ethelbert Marshall Smith, Jr.			„
J. F. Champion,			Wu Chow.

Name.	Children.	Chinese Name.	Locality.
		張	Canada
		何	〃
		甘	Kowloon
		何 永	〃
		李	〃
		江 日	〃
		何 林	〃
		伍 少	Samsui
		伍	Swatow
		余 伯	〃
		伍	HoHow

Ant Bureau

5

No. 177

Consulate General of the United States,

Shanghai, China, March 24 1899.

INDEX BUREAU
REC'D.
APR 25 '99
DEPT. OF STATE

Mr. Goodnow

3rd. ASST. SECRETARY.
APR 28 1899

TO THE DEPARTMENT OF STATE.

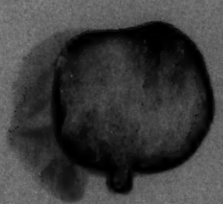
Ans. May 3. 99.

SUBJECT.

Consulate at Hangchow

ABSTRACT CONTENTS.

$3100



No. 177.

Consulate General of the United States,

Shanghai, China, March 24 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I would respectfully recommend that a U.S.Consul be located at Hangchow and that his jurisdiction include the cities of Hangchow, Kashing, and Ningpo, and all of Chekiang Province. If you deem it inadvisable to station at Hangchow an independent Consul, I would recommend stationing there a Vice Consul (salaried), responsible to this Consulate General. The salary of the principal consular officer should be $2500. with $1250. salary to an Interpreter who should be an American. No other assistants will be necessary. Such Consul or Vice Consul should be instructed to visit Ningpo and Kashing every month and an annual allowance of $300. gold should be made for his travelling expenses.

These places are now in this Consular district; but during the 18 months I have been in charge I have only been able to get to Hangchow once and have not yet been to Ningpo. It takes 36 hours each way to go from Shanghai to Hangchow and the duties of this office do not allow me that much time very often. Hangchow is between Ningpo and Kashing and about 80 miles from each while Ningpo is 230 miles from Shanghai and Hangchow is 150 miles from this City.

In Ningpo are 35 American Missionaries: in Hangchow I7 and in Kashing I0: 62 in all and the missionary work is growing steadily in all three places. Ningpo is a city of 250,000 people; Hangchow has 750,000 inhabitants; Kashing has 50,000. At Hangchow a large tract of land has been set apart for a foreign Settlement . Great Britain and Japan are now represented there by Consuls. The recent opening of the Inland Waters is increasing the traffic on the Grand Canal and already several launch lines are in operation connecting Hangchow Soochow and Shanghai. This increase of traffic increases liability of disturbance and our people in these three cities should be protected by the presence of a representative of the United States.

Our trade with these cities is large and rapidly increasing with the improvements in communication.This trade is not direct but is by way of Shaghai.The fact remains however that of the imports to these three cities the United States is the country of origin of a large part; and the United States takes almost all the exports.

In I897 foreign goods were imported into Hangchow to the value of $876,49.52of which the heaviest items were machinery $I32,643.44 and American kerosene $I54,399.68. This showing is more remarkable from the fact that the Hangchow custom house was only established late in I896 and much goods paid duty during I897 at the various likin stations. The Customs figures given a bove must be regarded as only part of the trade. The silk exported from Hangchow in I897 was valued at $I,II3,899.04 and the tea at $3,II8,8I6.08.

The imports of foreign goods into Ningpo in I897 were valued at $6,980,99I.84 of which the principal items were ~~American Drills~~ ~~$ 15,248.80~~
~~American Jeans~~

American drills	$ 53,848.80
American jeans	3,444.48
" sheetings	51,667.20
" flour	31,680.72
" ginseng	35,543.52
" kerosene	166,170.24
machinery	42,030.00
sugar	843,739.92

In the same yearthe principal exports fromNingpo were

silk goods	$162,036.00
Tea,green	181,332.00
Tea, pingsuey	806,928.48

The return of official fees from the proposed Consulate would be microscopic. This,however, is no test of the value of a Consulate to American trade. The official fees come most largely from certifying invoices of goods being shipped directly to the United States.Where there are no direct ~~shipments~~ shipments there are no official fees. The fact that Newchwang does not return any official fees does not show that we have no trade there.An office may do immense good in encouraging trade and in protecting citizens and not return a penny of official fees. Shanghai is the importing and shipping port.for central and north China. The ggods imported here are sent to consumers in other cities. The goods exported from here are gathered from the other ports and finally shipped from here and the official fees are collected in this office .While a Consul at Hangchow would take in no official fees, yet his duties would be heavy, not only in protecting the rights and persons of Americans

in his district, but in encouraging in all ways the use of American products.

Not the least important business of a Consul in Hangchow would be to prevent the levying of the vexatious and unjustimposts and taxes on our goods which contravenm the spirit of the Treaties and which hamper our trade and lessen the demand for our goods in the interior of China.

I hold that Chekiang province is a most important field for the development of our trade . We therefore should have a representative at Hangchow, the most central city, who can know the people and the trade intimately as it can not be known at a consulate situated in Shaghai.

I have the honor to be,

Sir,

Your obedient Servant,

John Goodnow

Consul General.

No. 178

Consular Bureau

Consulate General of the United States.

Shanghai China March 24 1899.

INDEX BUREAU REC'D. APR 25 '99 DEPT. OF STATE

3rd. ASST. SECRETARY. APR 28 1899

Mr. Goodnow

TO THE DEPARTMENT OF STATES.

Copy to War Dept & to Treasy Dept - Reference to Previous Correspondence by Date

SUBJECT.

Suit E B Deed vs W. T. Sylvester

Copy to Navy Dept - Reference to Previous Correspondence by Date

ABSTRACT CONTENTS.

Referred to John Goodnow - Dept's instructions No. 136 of April 20, 99 to April 29, 99.

Done April 29, 99.

No. = 178

Consulate General of the United States,

Shanghai, China, March 27 1899.

Honorable Dr Adee

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I would respectfully report that E.B. Drew, Commissioner of Customs at Canton has brought suit in the Consular Court at Canton against an American citizen Wf Sylvester to recover Taels 15000 on a bond given by said Sylvester in August 1898 that certain rifles and cartridges on board the Str "Abbey" would be taken from Canton to only Singapore and that a certificate would be returned from the Am. Consul at Singapore that all of said arms had been so delivered. It is alleged that such arms were taken and delivered at Luzon to the insurgents at least in part. This suit has been by agreement referred to me to be heard by me as Referee in Shanghai -

I have the honor to be
Sir,
Your obedient servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Ant Bureau

No. 179

INDEX BUREAU
REC'D
MAY 5 '99
DEPT. OF STATE

Consulate General of the United States,

Shanghai, China, March 28 1899.

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

3rd. ASST. SECRETARY.
MAY 8 1899

Ans May 10 1899

SUBJECT.

Report on Canton Consulate

ACR by subject

ABSTRACT CONTENTS.

Enclosing copies
7 letter Edwd Bedlow to John Goodnow
11 Replys from J Goodnow to Edwd Bedlow

No. 179.

Consulate General of the United States,

Shanghai, China, March 28 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir, I beg to hand you herewith copies

I-letter from Edward Bedloe to me dated March 22;

2-my reply thereto dated March 27.

As I went to Canton last September on a disagreeable errand and as my report to you was a candid one, it is not surpriding that I should be attacked in some w ay in an endeavor to break the force of my report. The insinuations in Dr. Bedloe's letter that we had been entertained by and that presents had been made to my wife or myself by the Viceroy of Canton are evidently intended for such named purpose and I presume have been or will be made to you.

Had I accepted, or have allowed any entertainment or presents by or from the Viceroy to have been accepted, I would have deserved your severest censure. I therefore desire to say as broadly and fully as possible that neither the Viceroy of Canton nor anyone connected with him entertained or made any presents to me or to anyone connected with me at any time or place , directly or indirectly.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

(Encl. 10)

Enclosure #1 in dispatch 179 Kobe. Japan.
Shanghai — March 22-1898

My dear General

I'm forwarding my newspapers to Yokohama for me, they might be sent by Parcels Post don't you think?

I forgot to mention the little incident growing out of the report in Canton and Hong-kong of the unforgable visit Mrs Goodnow had at Canton, and of her entertainment by the Vicroy!

This reached the long ears of the untamed creature, who misrepresents U. S. at Hong-kong, and to his wife wished similar recognition, and after your departure in Dec. last, both the wicked W. and his wife went to Canton, and he demanded of young Williams, an interview with the Vicroy.

Of course he did'nt get it, and hence his increased wrath, on all ~~Jews~~ not in his "sphere of influence".

Mrs W. knows Mr. Goodnow scored one ahead of her. It is amusing to note the actions of the Wildman-Beede Gang. The weather here is quite cold, and almost freezes my quiet Quaker City blood

I hope you are well and happy. Chin-chin to you and to Mrs Goodnow. And Oh! the Kumshaws she received from the Vicroy too, makes the Hong-kong outfit green with envy. With kindest regards

Very truly Yours.
(sgd) E. Bedloe

Hon. John C. Goodnow
U. S. Consul-General
Shang-hai
China

(Copy)

Enclosure #2 in dispatch 179 Shanghai

Shanghai March 27th 1899

Dr. Edward Bedlow

Yokohama. Japan.

Dear Sir,

I was very much surprised at the contents of your letter of Mch 22d from Kobe. No one knows better than you, that Mrs. Goodnow was not entertained by the Viceroy at Canton and did not see him, nor did she, or I receive any Kumshaws or gifts from him or any Chinese in Canton. As I went there to investigate the Viceroy's complaint against you, it would have been manifestly improper to have received any gift from him, and such report can only have been started to discredit my report.

You knowing the facts, should have contradicted such false statements at once, when you heard them

I am
Sincerely.
(Sgd) John C Goodnow

Dom. No. 2

Ord Bureau

Consulate General of the United States,

Shanghai, China, April 1 1899.

INDEX BUREAU REC'D MAY 5 '99 DEPT. OF STATE

Mr. Goodnow

To transmit with original auditor's ack. by Dom. May 10

3rd ASST. SECRETARY MAY 8 1899

TO THE DEPARTMENT OF STATE

SUBJECT.

Manila Observatory - Ofp to Wor Dept

ABSTRACT CONTENTS.

Protest of the Zikawei Observatory, Shanghai against the prohibition of typhoon warnings from Manila.

No. —

Consulate General of the United States,

Shanghai, China, April 1 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir, I beg to hand you herewith as per request letter from the Director of the Zikawei Observatory at Shanghai, 2 circulars signed by the Director of the Manila Observatory.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow

Consul General, U.S.A.
Shanghai.

Desp.
No. 180

Ent Bureau

Consulate General of the United States,

Shanghai, China, April 3 1899.

INDEX BUREAU
REC'D.
MAY 4 '99
DEPT. OF STATE

Mr. Goodnow

3rd. ASST. SECRETARY
MAY 8 1899

TO THE DEPARTMENT OF STATE.

Ackd May 11

SUBJECT.

Settlement Extension

ABSTRACT CONTENTS.

Enclosing map.

Dear Mr. Cridler

Ask as suggested. When Rockville gets here I think of asking his opinion on the whole matter as it will appear when Woodrow's final Effort comes.

JH.

7

Office of the
Third Assistant Secretary

3RD ASST. SECRETARY.
MAY 8 1899

Dear Mr. Secretary:

This may possibly interest you especially the map if you care to examine it. The last two sentences of Mr. Goodnow's despatch possess the true ring. Since it was written however, we have a telegram from him dated May 5. 1899, saying "Reservation. al settlements granted satisfactorily"

Until a further despatch reaches here showing the

details of the settlement, we are not in a position to do more than ack & say:

Yours of your later telegram of May 3. 1899 saying International settlement granted Satisfactory; the Dept. will await befor expressing an opinion on the subject, your confirmatory despatch in which naturally it expects to be advised of the details of the settlement.

Adee

No. 180.

Consulate General of the United States,

Shanghai, China, April 3 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to hand you herewith a map of Shanghai showing the present status of the Settlement Extension question.

I am informed that about ten days ago, the French Minister protested against any extension unless the French Settlement should be extended at the same time. The President of the City Council went to Peking and found that the French Minister would be satisfied if they should receive the region immediately back of their Settlement as divided off on the map with a dotted red line. This I am told Mr. Conger agreed to.

I saw the French Consul General yesterdayn and found that he was unwilling to leave out one American school and one American hospital; and threatened opposition to the general extension unless his plan was agreed to. I told him that I would rather the whole plan would be defeated than that one single American mission should come under the French Settlement. There the matter stands but I am of the opinion that he will recede from his position.

I have the honor to be
Sir,
Your obedient servant,

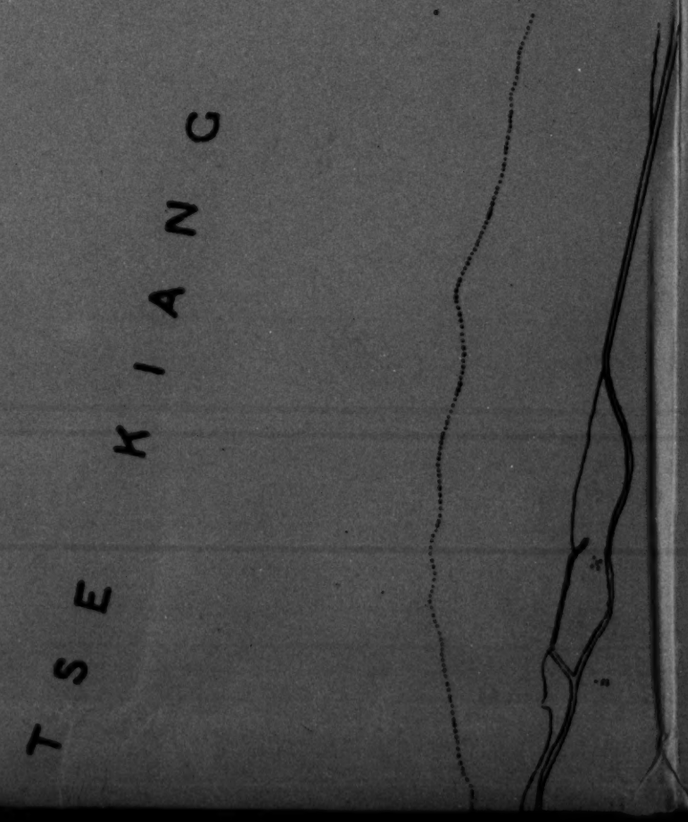
Chas Goodnow

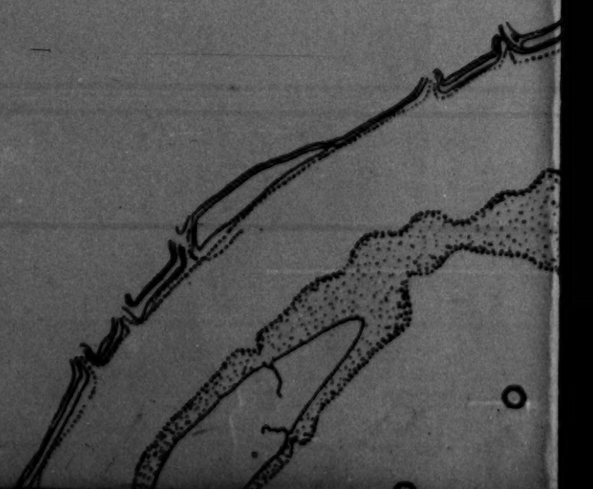
Consul General, U.S.A.
Shanghai.

25

PLAN

SETTLEME

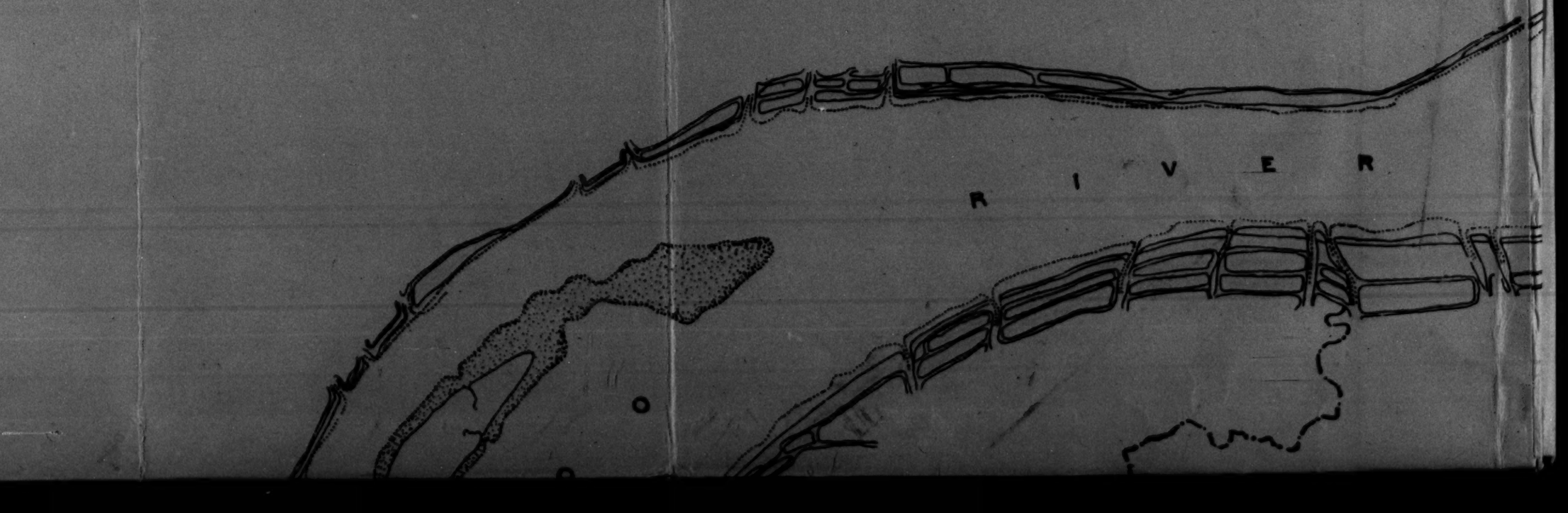




Shanghai Mun

PLAN SHOWING PROPOSED E

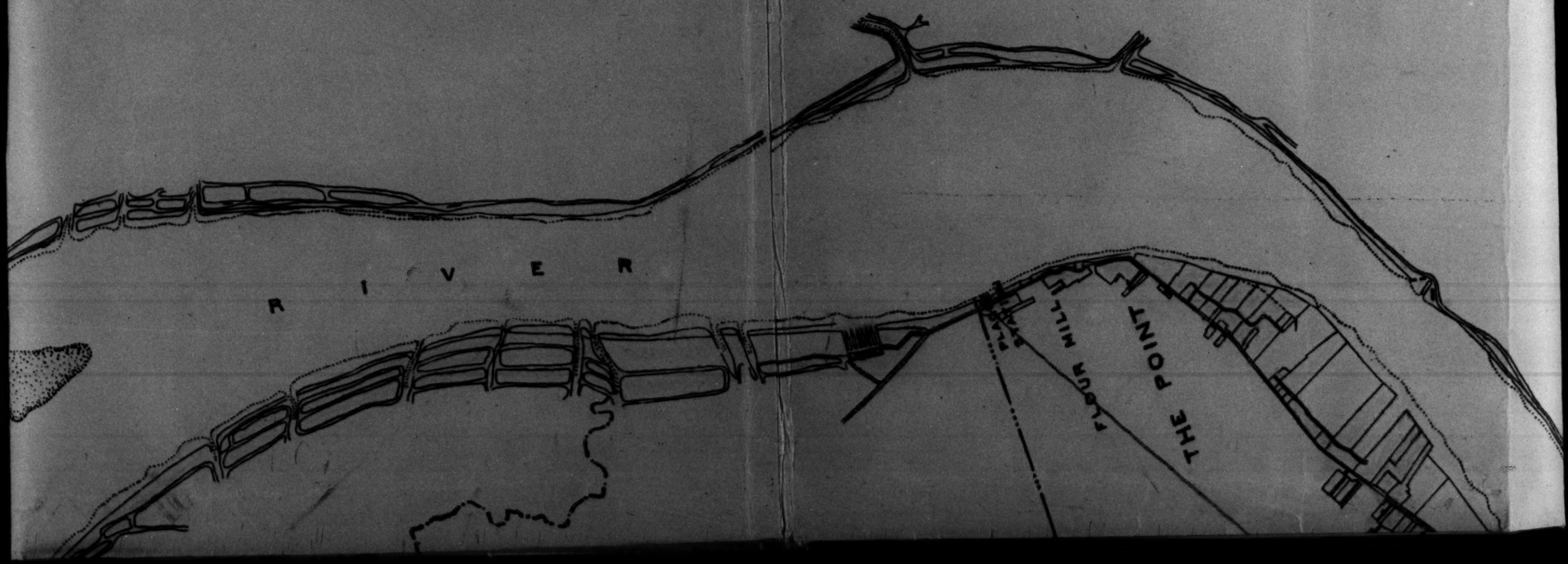
SETTLEMENTS AT SHANGHAI NO



Shanghai Municipal Council.

SHOWING PROPOSED EXTENSION OF THE FOR

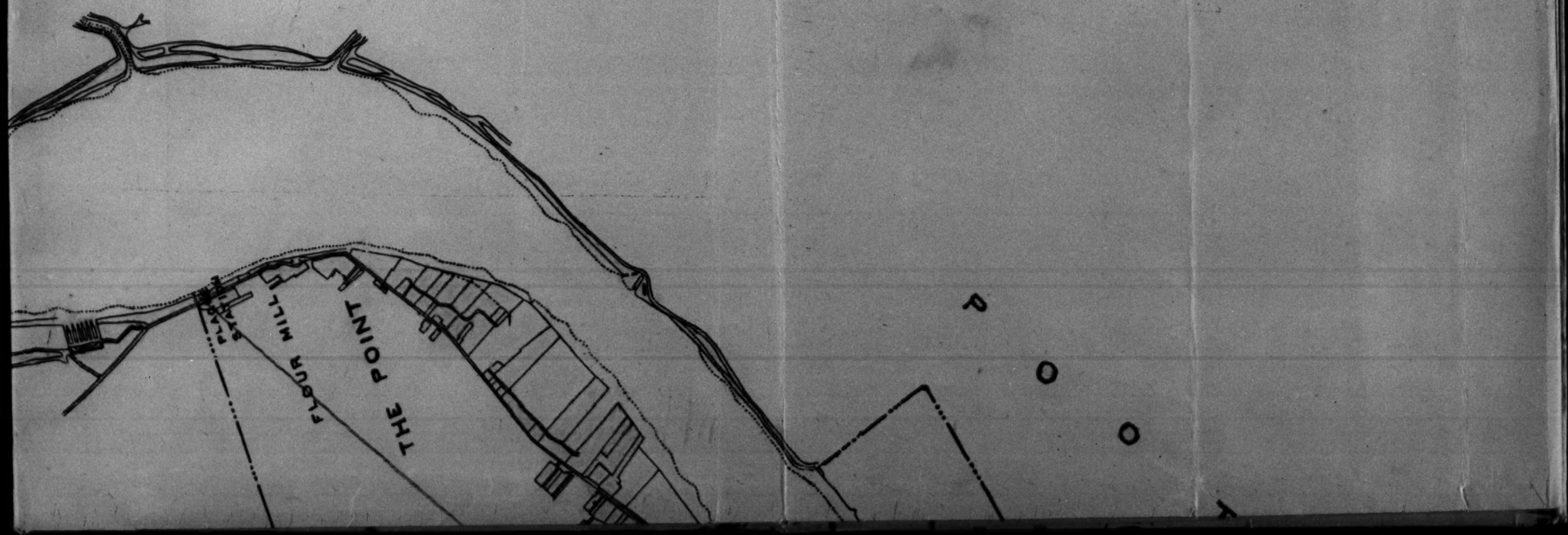
NTS AT SHANGHAI NORTH OF THE YANG-KI



Enclosure #1 in dispatch #180
Shanghai

icipal Council.

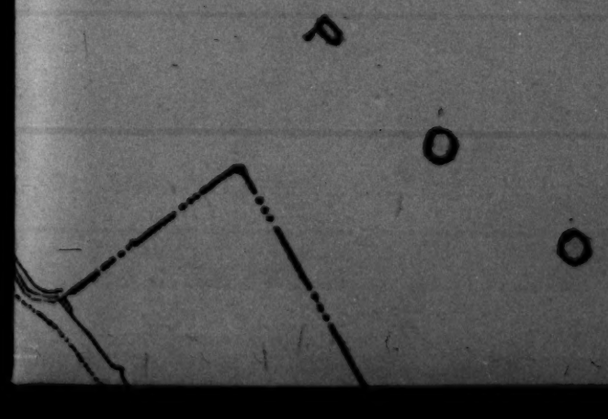
XTENSION OF THE FOREIGN
RTH OF THE YANG-KING-PANG.



enclosure #1 in dispatch #180
Shanghai

REIGN

NG-PANG.



YANG

WHANGP

WOOSUNG

WOOSUNG RAIL

SHANG

BOUNDARY LINE

PAO-SHAN DISTRICT

WOOSUNG RAILWAY ROAD

WOOSUNG CREEK

CHANGHWA

BOUNDARY

PAO-SHAN DISTRICT

LINE

SHANG

HAI

ROAD

PAO-SHAN

BOUND

LINE

NEW RIFLE RANGE

WOOSUNG RAILWAY

ROAD

C.I.

SHANG

HUANGPOO

RIVER

SHANGHAI CITY

FRENCH

ENGLISH SETTLEMENT

SETTLEMENT

NEW CEMETERY

RACE COURSE

CALLED GREAT WESTERN ROAD

PROPOSED ROAD

PROPOSED ROAD

PROPOSED ROAD

PROPOSED ROAD

PROPOSED ROAD

PROPOSED ROAD

HONGKEW CREEK

JUNCTION

BOUNDARY LINE

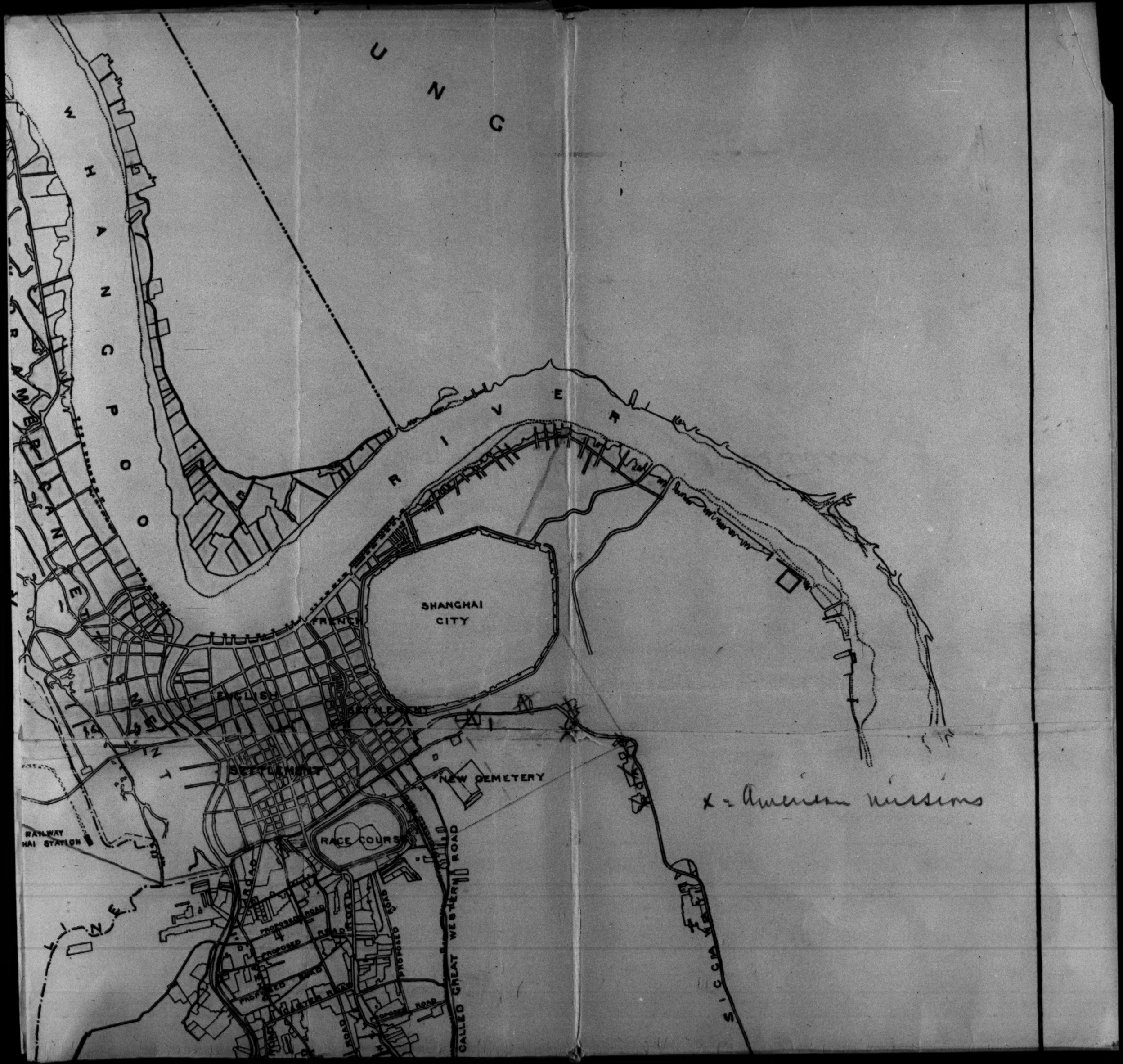
NEW RIFLE RANGE

WOOSUNG RAILWAY ROAD

C.I. RAILWAY SHANGHAI STATION

BOUNDARY LINE

PAOSHAN


WHANGPOO
RIVER
SHANGHAI
CITY
FRENCH
ENGLISH
SETTLEMENT
SETTLEMENT
NEW CEMETERY
RACE COURSE
RAILWAY
HAI STATION
PROPOSED ROAD
PROPOSED ROAD
PROPOSED ROAD
PROPOSED ROAD
CALLED GREAT WESTERN ROAD
X = American missions

LAND OWNED BY FOREIGNERS OUTSIDE THE FOREIGN SETTLEMENTS FOR WHICH CONSULAR TITLE DEEDS HAVE BEEN GRANTED COLOURED RED

THE LAND ON BOTH SIDES OF THE JESSFIELD ROAD AND SEVERAL PROPERTIES BETWEEN THE JESSFIELD ROAD AND SOOCHOW CREEK HAVE BEEN ACQUIRED BY FOREIGNERS, BUT CONSULAR TITLE DEEDS HAVE NOT YET BEEN ISSUED

THE PROPOSED EXTENSIONS OF THE FOREIGN SETTLEMENTS ARE COLOURED GREEN ON PLAN.

1000 500 0

UTSIDE THE FOREIGN SETTLEMENTS FOR WHICH

EN GRANTED COLOURED RED

JESSFIELD ROAD AND SEVERAL PROPERTIES

D SOOCHOW CREEK HAVE BEEN ACQUIRED BY

E DEEDS HAVE NOT YET BEEN ISSUED

E FOREIGN SETTLEMENTS ARE COLOURED

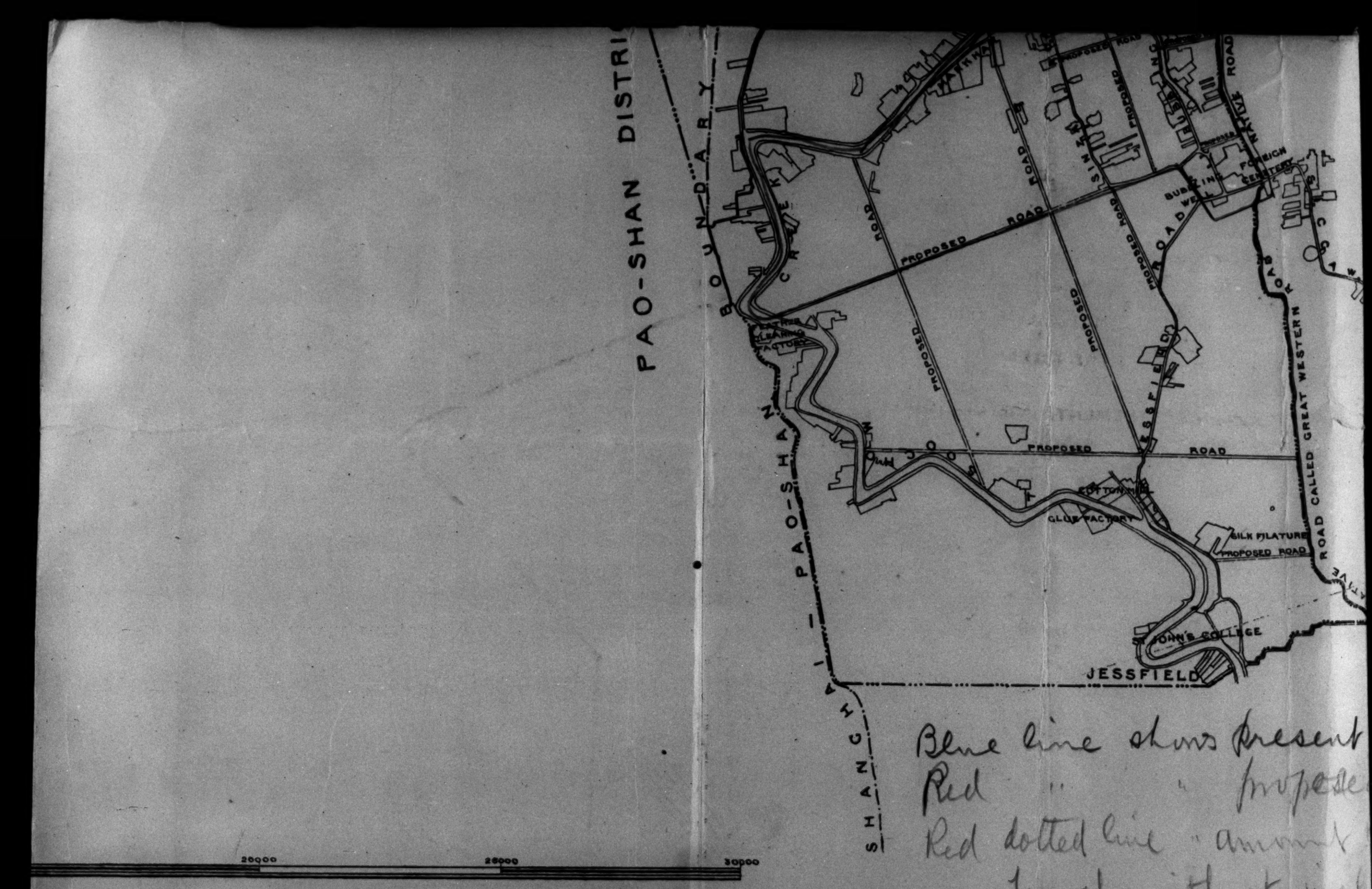
1000 500 0 5000 10000 15000

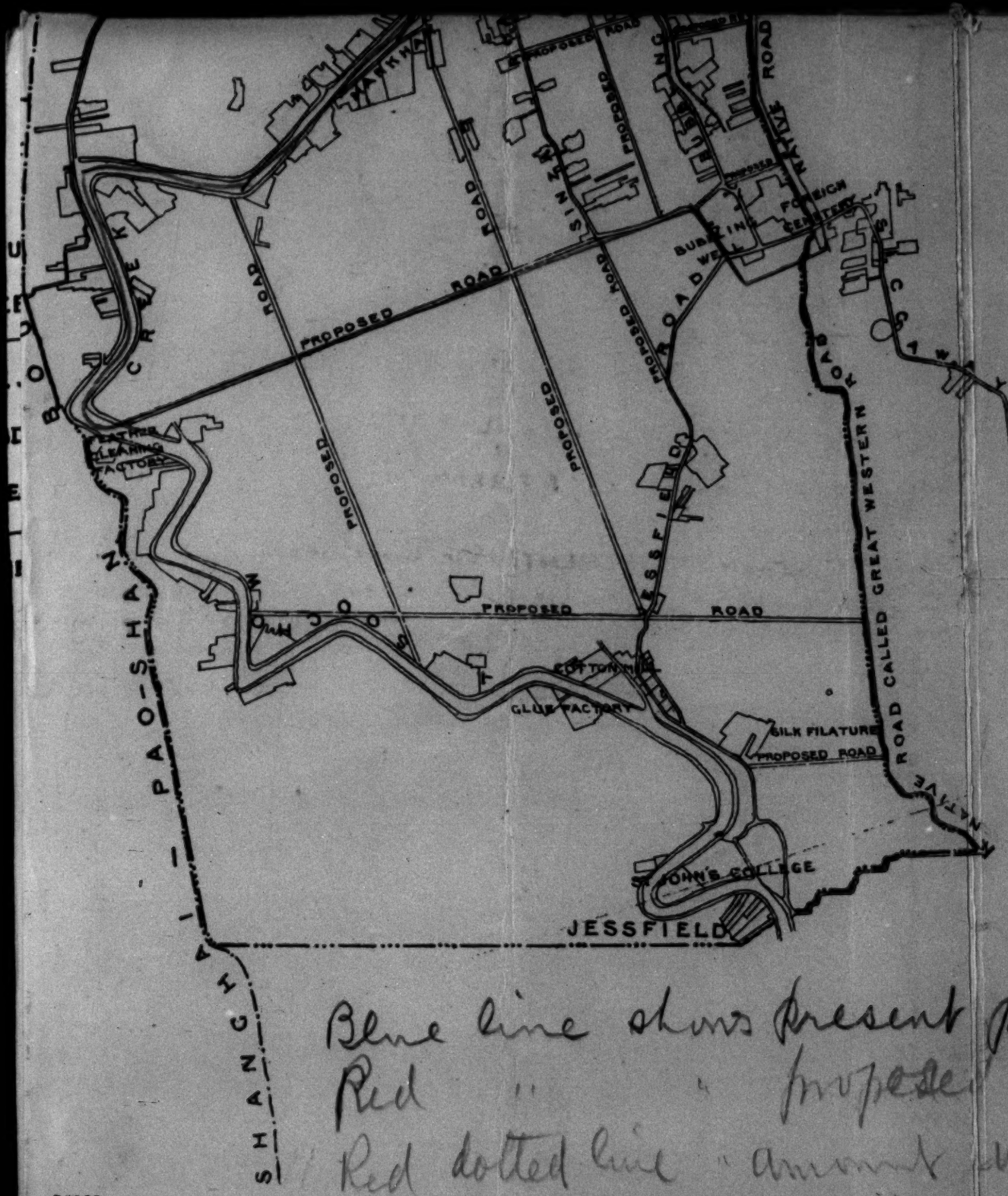
SCALE 24.150 FEE

PAO-SHAN DISTRI

5000 10000 15000 20000 25000

SCALE 24.150 FEET TO A FOOT


PAO-SHAN DISTRICT BOUNDARY
PAO-SHAN
PROPOSED ROAD
PROPOSED ROAD
PROPOSED ROAD


PROPOSED ROAD
PROPOSED ROAD
PROPOSED ROAD

No. 181

Consulate General of the United States,

Shanghai, China, April 10 1899.

Mr. Woodruff

BUREAU
REC'D
MAY 11 '99
DEPT OF STATE

TO THE DEPARTMENT OF STATE.

3rd. ASST. SECRETARY
MAY 13 1899

SUBJECT.

Settlement Extension.

ABSTRACT CONTENTS.

No. 181.

Consulate General of the United States,

Shanghai, China, April 11 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Referring to my #180, and preceding, in regard to Settlement Extension, I have to report further that about April End I induced J.C.Ferguson of the Nanyang University (President) to go to Nanking to find if possible what really could be done to bring this matter to a close. While in Nanking he wrote me as enclosed. On his return from Nanking he reports that the new Taotai of Shanghai will take office on April 13th and that the Viceroy has instructed that the first thing shall be to settle the extension. The Viceroy gave Mr. Ferguson a special oppointment as his Deputy to close this matter in conjunction what the new Taotai. Mr. Ferguson says that the Viceroy is willing to give us all we ask except that he is not willing to give any territory in the Paoshan Hsien. He is willing to give the City, in that Hsien, the right to make roads and have police and sanitary supervision. He also grants (what has always been denied heretofore) the right for foreigners to own land in that Hsien. Altogether we feel that these concessions give us this region in the Settlement in all but the name. We are now awaiting the arrival of the new Taotai to see if he will carry out this arrangement.

Mr. Ferguson says that the new Taotai and he will also arrange the French extension at once. This, he thinks, will be done by giving the French the property marked on the map accompanying my #180 with a red dotted line. This will not include any American owned property. Neither will it in any way admit the French claim to exclusive jurisdiction in their Settlement or the extension. The grant will be worded so that it will only give to the French such powers in the extension as they were given originally in the old Settlement.

I have the honor to be
Sir,
Your obedient servant,

John Goodnow

Consul General, U.S.A.
Shanghai.

Enclosure #1 in despatch 81
Shanghai -

11 P. M.

Nanking, April 4, 1899

Dear Mr. Goodnow:-

Yesterday, after arrival here, I soon found my way to the Viceroy's Yamen. He received me very cordially in his private room and we had a long talk together over the settlement extension. The duplicity of Tsai throughout the whole transaction was shown me more clearly by the Viceroy than I have ever suggested to you or thought possible. I went through his reports, his telegrams and the accounts of his personal interviews. They all show him to have been opposed to extension, both in theory and in practice. Of this, I will tell you in detail, when I see you. The chief point of the interview was the confirmation of the Viceroy's opposition to crossing the Paoshan boundary. I employed all the arguments which you had provided me and all others which I could invent, only to be met at every turn by the distinct assurance that it could not be granted. Hence I telegraphed you "Paoshan impossible." Yesterday, I was not able to fathom the reason of this opposition; but today, after spending three hours in the Yamen, I discovered the real reason, which is, that the Viceroy is acting under pressure from Peking exerted by Shêng and other railroad men. The political wiseacres all agree that whatever else is given away around Shanghai, the railroad station must be kept intact for China. This was my reason for telegraphing you as I did this afternoon and I am sure it will place the matter in

a different light in your eyes. and that you will see that the Viceroy has some valid reason for his opposition.

He has expressed his willingness to do anything else asked for and to grant almost any request. if this point of political importance can be conceded. He guarantees to make an immediate settlement and to insist on the new man Li doing the right thing at once.

I am doing my level best and trust that when I return I shall be able to give a satisfactory account of my stewardship.

I leave hen Thursday and shall reach Shanghai by B & S steamer Friday. Just now I am looking for a reply telegram from you.

Yours truly.

Sud. John C Ferguson

15

OF STATE
9.18 AM 1899
S. OFFICE

TELEGRAM RECEIVED.

3rd. ASST. SECRETARY. APR 11 1899

From Shanghai

Apl 11, 1899.

Received 9.15 A.M.

Cridler,

Washington.

Ans. April 10, 1899.
Continued, Apr. 12, 99.

Impossible leave until White returns from Canton Repeat recommendation Telegram February 20

Goodnow

Sent Consul to Canton & wrote to Goodnow to report to Department his suspension & order

Cis Bureau
— file

No. 187

Consulate General of the United States,

Shanghai, China, April 11 1899.

BOOK BUREAU REC'D MAY 11 '99 DEPT OF STATE

3rd ASST SECRETARY MAY 15 1899

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

SUBJECT.

Tour of inspection of Consulates

ABSTRACT CONTENTS.

Confirming telegrams.

No. 182.

Consulate General of the United States,

Shanghai, China, April 11 1899 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to confirm your telegram April 10th rec'd tpday

" Make proposed inspection tour before July first if can arrange Williams compensation during your absence, Department cannot pay him, Investigate carefully charges Child, Cridler."

and my answer this date,

"Impossible leave until White returns from Canton. Repeat recommendation telegram February 20."

You will remember that Mr. Williams left last Fall and that I have had no Vice Consul General since that time. I have been uncertain as to whom I should recommend. If Mr. White continues to make the good record he is now making at Canton, I will recommend him for appointment as Vice Consul General. In the mean time during his absence at Canton, I have no one to sign the most ordinary paper.

I certainly hope that before this shall have reached you a decision will have been reached in the matter of the Canton consulate. Mr. Martin's prompt and satisfactory investigation of the reported shipment of arms from Nanking confirms me

in the belief that it would be ~~no~~ better to send him to Canton and the new man to Chinkiang if the Department concludes to send a new man to Canton. I have ventured to recommend in this matter from my knowledge and belief of the necessity of an extra good and clean man at Canton at the present time.

I have the hearing of the bond case from Canton and am at work on my annual report; but will make the tour suggested as soon as possible after Mr. White's return and before July First.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

CONSULAR BUREAU.
NOTED.

No. 2

Consulate General of the United States,

Shanghai, China, April 13 1899.

Mr. Gordon

TO THE DEPARTMENT OF STATE.

ack

Ack by form June 18-1899

SUBJECT.

ABSTRACT CONTENTS.

Enclosing marriage certificates
of Henning v Elizabeth Wickham
Henry Reed v Yamada Kura

No. =

Consulate General of the United States,

Shanghai, China, April 13 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Enclosed please find marriage certificates

A K Henning and Elizabeth Wickham

Henry Reed and Yamada Kura

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Enclosed in dispatch Apl 13/99

Form No. 87.

CERTIFICATE OF MARRIAGE.

CONSULAR BUREAU. NOTED.

Consular Office of the United States of America,

Shanghai, Apr. 5th, 1899.

I, John Goodnow Consul General of the United States at Shanghai, do hereby certify that, on this Fifth day of April, A. D. 1899, at The Cathedral in the city of Shanghai, Arthur K Henning, aged 33 years, born in San Jose Cal., and now residing in Shanghai, and Elizabeth Brickhaw, aged 29 years, born in Brighton Eng, and now residing in Shanghai, were united in marriage before me, and in my presence, by Rev. H. C. Hodges, who is authorized by the laws of England to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, this Fifth day of April, A. D. 1899, and of the Independence of the United States the 123rd.

John Goodnow

Consul General of the United States of America.

Fee $[illegible] To be issued in duplicate.

Enclosed in dispatch Apl 13 '99

Form No. 87.

CERTIFICATE OF MARRIAGE.

Consular Office of the United States of America,

April, fourth, 1899.

I, John Goodnow, Consul General of the United States at Shanghai, do hereby certify that, on this fourth day of April, A. D. 1899, at U.S. Consulate General in the city of Shanghai, Henry Reed, aged 53 years, born in Holland, and now residing in Shanghai, and Yamada Kura, aged 36 years, born in Japan, and now residing in Shanghai, were united in marriage before me, and in my presence, by John R. Sykes D.D., who is authorized by the laws of Pennsylvania to perform such a ceremony.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed the seal of my office at Shanghai, this fourth day of April, A. D. 1899, and of the Independence of the United States the 123rd.

John Goodnow

Consul General of the United States of America.

Fee one dollar. To be issued in duplicate.

CONSULAR BUREAU. NOTED.

Cons.
No. 183

Cons Bureau

Consulate General of the United States,

Shanghai, China, April 14 1899.

INDEX BUREAU
REC'D.
MAY 27 '99
DEPT. OF STATE

Mr. Goodnow

3rd ASST. SECRETARY.
MAY 29 1899

TO THE DEPARTMENT OF STATE.

Ackd subject
June 1.

SUBJECT:

Resignation HR Williams, Canton.

ABSTRACT CONTENTS.

Enclosing Williams letter stating
Dr Budlong's claim that the Dept had
authorized him to resume charge.

No. 153

Consulate General of the United States,

Shanghai, China, April 14 '99. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Referring to my #165 in regard to the resignation of H. R. Williams, Acting Consul at Canton, I beg to hand you herewith copy of his letter ofApril 11

In conversation with me, Mr. Williams assures me that Consul Bedloe told him that he (Bedloe) had received telegraphic authority from the Department to resume charge. Mr. Williams says that he did not doubt Dr. Bedloe's assurances and therefore gave him charge of the offices.

Dr. Bedloe at once sent out notices to the Consuls and the Chinese authorities that he had resumed charge but did not notify me until after, under your instructions, I had ordered him to give charge to Nelson.

I have the honor to be,

Sir,

Your obedient Servant,

John Goodnow

Consul General.

Enclosure #1 in #183 Shanghai

Copy

Shanghai April 11/99

Hon. John Goodnow

U. S. Consul General

Shanghai - China

Sir:

Confirming my conversation with you this morning - I wish to say that I had been for some time contemplating removing from Canton having had no commercial connections there since Oct 1898.

On or about Feby 13/99 Dr Bedloe went to Hong Kong, and knowing almost to a certainty that he had wired to Washington anent his case, I did not doubt his statement to me on the 17th or 18th Feby that, having received authority or instructions, ~~that~~ he would take over charge of the Consulate from me and that everything was all right.

I am

Respectfully yours.

(sgd) L. R. Williams

Cert Bureau of Bu of Accounts

No. 184

Consulate General of the United States,

Shanghai, China, April 19 1899.

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

SUBJECT.

Expenses Coulmin trial

ABSTRACT CONTENTS.

Enclosing a/c and vouchers

File

No. 184

Consulate General of the United States,

Shanghai, China, April 19 1899.

Honorable Dy Hee

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to hand you enclosed my a/c and vouchers for expenses my trip to Canton to try Rich[d] Tomlinson + It includes expense conveyance Tomlinson from Shanghai to Canton and return + I took him to Canton without a Marshal but, after his conviction, I thought it necessary to have a guard with him constantly fearing that he might jump overboard as he was naturally very despondent.

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

a/c and 39 vouchers enclosed.

Ltr
No. 185

Ret Bureau of Manufactures

Consulate General of the United States,

Shanghai, China, April 24 1899.

INDEX BUREAU REC'D. JUN 3 '99 DEPT. OF STATE

Mr. Goodnow

3rd. ASST. SECRETARY JUN 6 1899

TO THE DEPARTMENT OF STATE.

Copy to Auditor

SUBJECT.

Q's to Dept. 30 1897

ack by Auditor copy June 14.

ABSTRACT CONTENTS.

Replying to Dept's ~~17~~ 174

No. 185.

Consulate General of the United States,

Shanghai, China, April 24 1899. *1899.*

Honorable D. J. Hill,
ASSISTANT SECRETARY OF STATE,
WASHINGTON, D.C.

Sir,

Replying to your 124 of March 15, I would say that in response to a notification from the Auditor for the State and other Departments, I sent him on Jan. 14 1899, before I received your #103, a new set of accounts and vouchers for the fraction of the quarter ending Sept 30th 1897. As those were my first accounts, I nursed them like a new baby and felt sure that they went forward at the time.

As soon as Mr. White returns (next week) I will have him get a new set of receipts and forward them to you; although you will pardon me for saying that I am at a loss for to account for them not reaching you on one of the other two times I think they have been sent.

I have the honor to be,

Sir,

Your obedient Servant,

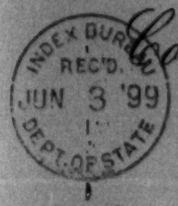
John Goodnow

Consul General.

No. 186

CONSULAR BUREAU.
NOTED.

(Dec No. 2. Jan 17. 99)



Consulate General of the United States,

Shanghai, China, April 24 1899.

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

Ans

SUBJECT.

Deaths of Henry Sylva
and Irvin T. Barrett.

ABSTRACT CONTENTS.

Ack by forwd June 13 1899.

No. 186.

Consulate General of the United States,

Shanghai, China, April 24 1899. *1899.*

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

In obedience to your #125, I further report in regard to the following deaths.

Henry Sylva dieddied January 9 1899. at the General Hospital Shanghai China. He was born at Lubeck Germany and was naturalized by the Court of the 4th Judicial District of California Nov. 13 1872. The cause of his death was cancer. He left a widow , no children, residing in Shanghai. By will he left all his personal property to Mrs Sylva. The will has been probated in this Court regularly and Mrs Sylva as Executrix has had the entire settlement of the estate which has not been handled in this Consulate. Mrs Sylva has been appointed Administrator of the real estate which has not been disposed of by will and notice thereof has been sent to the mother of the deceased, residing at Lubeck.

Irwin Thomas Barrett died January 15 1899 at the Astor house Shanghai of pneumonia. He was born in Louisville Kentucky. His wife was with him and took immediate charge of his effects and sailed for America with the body on Jan. 16 1899.

In both cases the legal representatives took immediate charge without interference by the consulate.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Cons Bureau

No. 187

Consulate General of the United States,

Shanghai, China, April 25 1899.

INDEX BUREAU
REC'D.
JUN 3 '99
DEPT. OF STATE

Asked June 10

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

3rd. ASST. SECRETARY
JUN 6 1899

SUBJECT.

Application of Consul Smithers for leave -

ABSTRACT CONTENTS.

No. 187.

Consulate General of the United States,

Shanghai, China, April 25 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to report that the Interpreter of the Consulate at Chungking called at this office this morning, being on leave. From him I learned that Consul Smithers has had five hemorrhages since Christmas last and that he desires leave next October, really fearing to spend another winter in the severe climate of Chungking.

I sincerely hope you will grant his application for leave. G. A. Derby, the Marshal at this Port, expresses himself as willing to go to Chungking while Mr. Smithers is on leave; providing a substitute as Marshal during his absence.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

No. 188

Cons Bureau

Consulate General of the United States,

Shanghai, China, April 25 1899.

INDEX BUREAU REC'D JUN 3 '99 DEPT. OF STATE

Mr. Goodnow

3rd. ASST. SECRETARY JUN 6 1899

TO THE DEPARTMENT OF STATE.

Ans June 8-1899

SUBJECT.

Records of this Consulate General.

ABSTRACT CONTENTS.

Reply to Dpts 104 Dec 23/98

No. 188.

Consulate General of the United States,

Shanghai, China, April 25 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Replying to your 104, I would regret that press of more immmediate work has prevented my giving a detailed answer sooner.

1- In my office are kept

a-letter press book to Department.

b-letter press book to Legation.

c- letter press book to Consuls.

d- letter press book to Chinese officials.

e-letter press book for judicials letters.

f- letter press book for miscellaneous letters.

For each of these, in my room, are kept books into which these official letters are copied. At the present time all these books are up to date except the miscellaneous book which is about a month behind and the Department book which is copied up to #160 and which will be up to date in a week. The copying is done by the jailer and by the prisoner Toulmin.

2- The Interpreter keeps

a- Record of passports issued and vised.

b-Register of trip passes issued.

c- Register of transit passes obtained.

d-Record of Chinese letters.

3- In the Marshals room are

aRegister letters received.

b- Register of letters sent.

The work on these is most largely done by the Jailor.

c- Miscellaneous Record book. (Derby).

d- Mortgage Record (Derby).

e-Register of Citizens. (Derby)

f- Register of marriages (Derby).

g- Register of deaths (Derby).

h- Register of births (Derby).

Entries in these are made daily as reported.

i-Land register Shanghai.

j- Land register Soochow.

k- Land register Hangchow.

l- Land office letter book.

In these entries are made by Mr. Derby, Dr Barchet and certified to by me as occasion arises. They are constantly up to date.

m-Criminal Court docket.

n- Criminal record of costs.

o- Civil docket.

p- Civil record of costs.

q- Probate ~~xxxxxx~~ docket.

r- Probate record of costs.

s-Record of Estates.

These books are kept by the Marshal and are constantly up to date . As a case is closed, I certify thereto in the book.

4- In the Shipping office are

a- Unofficial fee book. A duplicate of this is kept by the Compradore and they are balanced each Saturday.

b- Record of Treasury fees. (Form 101). Duplicate is kept as next above.

c- Invoice book. (Form 133). This is checked with the Compradore's record of moneys rec'd.

d- Register of landing certificates (Form I34).

e- Record book (Form I20).

f- Register of official services to Seamen and vessels (FormI68).

g- Seamen's register (Form I24).

h- Seamen's relief book. (Form 94).

i- Pretest book(Form 37).

j- Extended pretest book (Form 38).

k- Daily Journal.

l- Quarterly account book. (Form II6)

These books are all kept by Mr. White, with some assistance from the Jailer. At the time of the quarterly accounts, the Jailor, Marshal ,and myself all help in their preparation. These entries are daily and the books completely up to date.

5- In my office is the record of date of sentence and date on which prisoners leave the jail.

I have the honor to be,

Sir,

Your obedient Servant,

Wm Goodnow

Consul General.

I have the honor to be,

Cons Bureau

File

No. 189

Consulate General of the United States,

Shanghai, China, April 26 1899.

INDEX BUREAU
REC'D.
JUN 3 '99
DEPT. OF STATE

Mr. Gardner

JUN 6 1899

TO THE DEPARTMENT OF STATE.

3rd. ASST. SECRETARY
JUN 6 1899

SUBJECT.

Canton Consulate.

ABSTRACT CONTENTS.

Announcing H. S. Smith in charge.

No. 189.

Consulate General of the United States,

Shanghai, China, Apl 25 1899. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to report that Mr. H. T. Smith passed through here on April 19, en route to Canton; and that I have just received a telegram from him that he has taken overcharge tod ay and that Mr. White has sailed for Shanghai today reaching here April 29.

Mr. Smith spent most of the day with me and I posted him thoroughly in the Canton matters; showing him my report to you and giving him the full history of the affairs of the Consulate since that time and the difficulties he would probably meet.

I have the honor to be,

Sir,

Your obedient Servant,

John Goodnow

Consul General.

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

No. 7

File Solicitor

SOLICITOR'S OFFICE
JUN 1899

Consulate General of the United States,

Shanghai, China, April 27 1899.

INDEX BUREAU
RECD.
JUN 3 '99
DEPT. OF STATE

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

3rd. ASST. SECRETARY.
JUN 6 1899

SUBJECT.

Koehler vs Levy

ABSTRACT CONTENTS.

Enclosing judgment in duplicate.

No.=

Consulate General of the United States,

Shanghai, China, apl m 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C

Sir,

I beg to hand you herewith the record in Koehler vs Levy.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow

Consul General, U. S. A.
Shanghai.

#1 in dispatch Apl 27 1899 Shanghai

IN THE U.S. CONSULAR COURT.

Shanghai, 24th April.

Before JOHN GOODNOW, Esq., Acting Judicially, and Mr. C. C. BENNETT and Rev. J. R. HYKES, Associates.

SIDE LIGHTS ON SPITZEL AND CO AND THE CHINESE CORPORATION LTD. A CLAIM FOR TLS 1,000.

The petition and answer in this suit were as follows:—

FREDERICK KOEHLER, *Plaintiff* v. S. J. LEVEY, *Defendant*

1.—That plaintiff is a citizen of the United States of America and resides in Shanghai, China.

2.—That the defendant is a citizen of the United States of America and resides within the jurisdiction of this court, viz.: in Shanghai, China.

3.—That on or about the 7th day of February, A.D., 1899, the plaintiff aforesaid did lend to the said defendant in Tientsin, China, the sum of one thousand taels, Tientsin sycee, on the promise of the defendant, to repay the same.

4.—That no part of said indebtedness had ever been paid to the plaintiff, although the same is past due and payment thereof has been often demanded.

Wherefore your petitioner prays judgment for the said sum of one thousand taels, Tientsin sycee, and interest thereon from February 7th, 1899, until paid, and the costs of this action and for such other relief as to your honourable court shall seem fit."

F. KOEHLER

"The answer of the defendant in this matter is that he admits paragraphs 1 and 2 of the plaintiff's petition and denies paragraphs 3 and 4 of the said petition

The defendant therefore prays that the petition be dismissed, the petitioner decreed to pray the costs, and that he may have such other and further relief as the court may seem meet

S. J. LEVEY.

Mr. H. P. Wilkinson appeared for the plaintiff and Mr. Nelson (Messrs Stokes and Platt) for the defendant.

With the consent of both parties Mr. C. C. Bennett and Rev. J. R. Hykes were appointed associates, and Mr. Alfred Cunningham, official stenographer.

The petition and answer were then read by His Honor.

Mr. Wilkinson: May it please your honor, and gentlemen, the assessors, you have heard the petition which is very simple and to the point, namely that my client being an American citizen, lent to Mr. Levey, another American citizen, the sum of Tls. 1,000 Tientsin sycee, at Tientsin, which money has never been paid back. To that the defendant in answer has admitted the citizenship of both parties, but denies the following two paragraphs, first as to the money being lent to him; second that no part of it has ever been paid. Now, my instructions from Mr. Koehler, are, that he being in Tientsin on the date alleged in February this year lent to Mr. Levey this Tls. 1,000, who promised that it would be repaid under certain circumstances, of which my client will give evidence. The money was lent from one person privately to another person, and there were no business relations between the parties, no balance of account, nor any acting for anyone else in the petition or answer. The answer is simply a blank denial that the money was ever lent. The petition might or might not, have alleged a demand for payment, but I will be able to prove a demand by a letter from my client.

Mr. Nelson: It is in the petition.

Mr. Wilkinson (after reading the petition) Yes, that is so. The evidence I will produce will be that payment was demanded, and that Mr. Koehler lent the money and that he got it from Mr. Stürmann, but lent it himself. But in order to remove any doubts as to whether this money was in existence or not, Mr. Stürmann will give evidence that he remitted that sum of money to Mr. Koehler at that time. There is no written acknowledgment made of this debt, and according to Common Law there is no necessity for a written memoranda of such a debt.

Frederick Koehler, sworn, said: I am an American citizen. In February 1899, I was in Tientsin. I know the defendant and knew him in Tientsin in February, 1899. I had no business transactions with him on that date. We were together in one hong, but had no business transactions together. The only money transaction I had was when I gave him this Tls. 1,000. I gave him this the day before Chinese New Year (Feb. 10th). I lent it to him. It was a native compradore order on the Hongkong and Shanghai Bank for Tls. 1,000. It was a Chinese document and I gave it to Mr. Levey and we went together to the Russo-Chinese Bank where he deposited the money in his name. I was there at the time. There were no formalities that I know of. I did not owe him any money at that time. He needed money for the running expenses of the business. I got the money remitted and I said "Levey, I give you this money; you can pay me back as soon as some money comes in." There was no date fixed for the paying back. The money has not been paid back, though I have demanded payment of the money. (Press copy-book produced and handed to defendant)

Mr. Nelson: My client admits this to be a copy of the letter received by him.

The copy of the letter was read and put in and marked "Plaintiff's Exhibit A."

28th March, 1889.

S. J. LEVEY, Esq.,

Present.

As you have not complied with my request to give me a receipt for the taels Thousand I lent you on February 8, 1899, I am obliged to go to the American Consul to put the case before him if I have not received your acknowledgment by 11 o'clock to-day. You will remember that you pledged the sale of the watches from the Baffin as repayment and meanwhile you have taken them away.

Awaiting your answer, I remain,

Yours truly,

F. KOEHLER.

The money has never been paid to me. It was a native bank order given to me by the Hongkong and Shanghai Bank in Tientsin. It was a native cash order of the compradore department of that bank.

Cross-examined by Mr. Nelson: I was not employed by the Chinese Corporation, Ltd. I kept their books at Tientsin for a while and did so without payment. I did considerable skin transactions up there, and that was my particular business. I was living in the same hong occupied by a Louis Spitzel and Co., as agents for the Chinese Corporation, Ltd., I was not buying skins through them. I got my order from Mr. Stürmann. The hong had something to do with the skins. I remember when there was a lot of skins, and we thought it would be better if cash was paid as better terms could be had. It was about the beginning of February. I remember a telegram being sent, and I asked for Tls. 8000. I have no copy of the telegram. I do not remember what was in it, only that I telegraphed for Tls 8000. I do not remember whether I directed it to Mr. Stürmann or to the Chinese Corporation. I said I could buy skins and could buy them cheaper for cash. I said nothing else that I remember. I was at that time keeping books for the Chinese Corporation. They were wanting funds for office expenses. Mr Levey wanted Tls. 500 and I now remember there was something in the telegram about Tls. 500 being required by Mr. Levey because he said he required them just before I wired. I remember wiring do not remit until you hear from me but remit Tls. 500. That was requested by Mr. Levey because he wanted funds.

His Honor: Was that telegram sent by you?—No. I suppose by Mr. Levey because he had power of attorney.

Then you did not send the telegram?—I did not sign it. I made it out. The money would come to me as I was the only one there to buy skins and no one else.

Mr. Wilkinson said he was not objecting, but if there was a telegram it ought to be produced.

Mr. Nelson: Unfortunately the Chinese Corporation, Ltd., is in liquidation and the whole of the books have been taken by the liquidator and are on their way to England. The telegram was probably filed and taken by the liquidator.

His Honor: There was a telegram sent down from Spitzel & Co., to someone here for Tls. 500 running expenses, and Tls. 8000 for skins?

Witness: Two telegrams were sent, one for Tls. 8000 and one for Tls 500. The Tls. 8000 was received and sent to the Hongkong and Shanghai Bank to my personal order.

His Honor: Not to Spitzel & Co?—No, to me.

Mr. Nelson: Will you tell me what happened to that Tls. 8000?—I went to the Hongkong and Shanghai Bank and asked for it and they gave me two native compradore orders, one for Tls. 7000 and one for Tls. 1000. The Tls. 7000 I paid to Mackenzie and Co., for skins, and the other order for Tls. 1000 I paid to Levey, and I went with him to the Russo-Chinese Bank.

His Honor: There must have been a conversation?—There was a conversation. I said to Mr. Levey the Tls. 500 has not come, but if you want it I can give you Tls. 1000, and as soon as the watches come you can pay me back. I said the Tls. 500 might not be enough and he might just as well take the other Tls. 500 in case he needed more. To my knowledge the money was to be used for the running expenses. In keeping the books I did not credit the Chinese Corporation with the Tls. 1000, I credited Mr. Stürmann and I debited the firm.

His Honor: What was the exact entry made?—I did not enter it in the books, but on paper.

Mr. Nelson then produced a sheet of foolscap on which were written certain accounts.

Plaintiff admitted the entries were in his handwriting. It was a true account as far as he knew and was made at the time on account of the books having been taken away.

His Honor: Did you write "Chinese Corporation, Limited" or "for manager?"—No.

The said statement of accounts were then put in as an exhibit, and marked "Defendant's exhibit 1." At the bottom of the accounts was the following:—"E. & O. E. Tientsin, February 23rd, 1899

Chinese Corporation, Ltd.,

S. J. Levey, for manager."

His Honor: That purports to be the Chinese Corporation account?—No it is Louis Spitzel & Co's account in Tientsin. No Chinese Corporation, Ltd., existed at that time. They were entries for L. Spitzel & Co's books. So far as my knowledge goes the Chinese Corporation Ltd. was not registered in Tientsin, and L. Spitzel & Co. acted as agents for it there. But it had no manager there and no one had any right to sign for it there.

His Honor pointed out that on plaintiff's own testimony he had credited Mr. Stürmann with Tls. 1,000 deposited in the Russo-Chinese Bank, on L. Spitzel & Co.'s books and it was a question of actual responsibility. He would adjourn the court for five minutes for Mr. Wilkinson to consult his client.

After the interval, Mr. Wilkinson said that his instructions were that Louis Spitzel & Co. had ceased to exist on the 1st July, 1898, and the whole of their business had been transferred to Chinese Corporation, Ltd. Mr. Levey, in accepting the money, either took it on his own account or on behalf of the Chinese Corporation, and as he did not represent that Corporation he must have had it on his own account.

After more argument, the defendant was called and was examined by His Honor.

S. J. Levey, sworn, said: I am not a partner in Spitzel & Co. I am working for them on a salary. I borrowed this money for the Chinese Corporation Ltd. I had power from the manager, Mr. Louis Spitzel to borrow the money. He was managing-director of the Chinese Corporation, Ltd., which was in existence at the time we were up there in Tientsin. L. Spitzel & Co. sold their business to the Chinese Corporation, Ltd., which took effect from 1st July, 1898, and it has been the Chinese Corporation, Ltd., ever since in Shanghai, Hankow and Tientsin. I signed for the manager. I have no power of attorney for the Chinese Corporation, Ltd., but I have from Louis Spitzel & Co.

His Honor: I do not think, Mr. Wilkinson, I can do anything else. Mr. Levey's answer is that he acted for Mr. Spitzel. Was it for Spitzel & Co.?

Mr. Levey: No, for the Chinese Corporation, Ltd. I was acting for Mr. Spitzel, as managing-director of the Chinese Corporation, Limited, after 1st July, 1898.

His Honor: There is no question to the Court but that the wrong person has been sued. Mr. Koehler's own testimony is positive, for there is his own written testimony of this account kept for this firm up there, crediting Mr. Stürmann with this Tls. 1000. The only question is who is to be sued for this money, and not who lent it, and on plaintiff's own testimony he looked to repayment by the firm. The case will have to be dismissed with costs.

An order in accordance with this was made.

IN THE U.S. CONSULAR COURT.

Shanghai, 24th April.

Before JOHN GOODNOW, Esq., Acting Judicially, and Mr. C. C. BENNETT, and Rev. J. R HYKES, Associates.

SUN LIGHTS ON SPITZEL AND CO AND THE CHINESE CORPORATION LTD. A CLAIM FOR TLS 1,000.

The petition and answer in this suit were as follows:—

FREDERICK KOEHLER, *Plaintiff* v. S. J. LEVEY, *Defendant*.

1.—That plaintiff is a citizen of the United States of America and resides in Shanghai, China.

2.—That the defendant is a citizen of the United States of America and resides within the jurisdiction of this court, viz.: in Shanghai, China.

3.—That on or about the 7th day of February, A.D., 1899, the plaintiff aforesaid did lend to the said defendant in Tientsin, China, the sum of one thousand taels, Tientsin sycee, on the promise of the defendant, to repay the same.

4.—That no part of said indebtedness had ever been paid to the plaintiff, although the same is past due and payment thereof has been often demanded.

Wherefore your petitioner prays judgment for the said sum of one thousand taels, Tientsin sycee, and interest thereon from February 7th, 1899, until paid, and the costs of this action and for such other relief as to your honourable court shall seem fit."

F. KOEHLER.

"The answer of the defendant in this matter is that he admits paragraphs 1 and 2 of the plaintiff's petition and denies paragraphs 3 and 4 of the said petition.

The defendant therefore prays that the petition be dismissed, the petitioner decreed to pray the costs, and that he may have such other and further relief as the court may seem meet

S. J. LEVEY.

Mr. H. P. Wilkinson appeared for the plaintiff and Mr. Nelson (Messrs. Stokes and Platt) for the defendant.

With the consent of both parties Mr. C. C. Bennett and Rev. J. R Hykes were appointed associates, and Mr. Alfred Cunningham, official stenographer.

The petition and answer were then read by His Honor.

Mr. Wilkinson: May it please your honor, and gentlemen, the assessors, you have heard the petition which is very simple and to the point, namely that my client being an American citizen, lent to Mr. Levey, another American citizen, the sum of Tls. 1,000 Tientsin sycee, at Tientsin, which money has never been paid back. To that the defendant in answer has admitted the citizenship of both parties, but denies the following two paragraphs, first as to the money being lent to him; second that no part of it has ever been paid. Now, my instructions from Mr. Koehler, are, that he being in Tientsin on the date alleged in February this year lent to Mr. Levey this Tls. 1,000, who promised that it would be repaid under certain circumstances, of which my client will give evidence. The money was lent from one person privately to another person, and there were no business relations between the parties, no balance of account, nor any acting for anyone else in the petition or answer. The answer is simply a blank denial that the money was ever lent. The petition might or might not, have alleged a demand for payment, but I will be able to prove a demand by a letter from my client.

Mr. Nelson: It is in the petition.

Mr. Wilkinson (after reading the petition) Yes, that is so. The evidence I will produce will be that payment was demanded, and that Mr. Koehler lent the money and that he got it from Mr. Stürmann, but lent it himself. But in order to remove any doubts as to whether this money was in existence or not, Mr. Stürmann will give evidence that he remitted that sum of money to Mr. Koehler at that time. There is no written acknowledgment made of this debt, and according to Common Law there is no necessity for a written memoranda of such a debt.

Frederick Koehler, sworn, said: I am an American citizen. In February 1899, I was in Tientsin. I know the defendant and knew him in Tientsin in February, 1899. I had no business transactions with him on that date. We were together in one hong, but had no business transactions together. The only money transaction I had was when I gave him this Tls. 1,000. I gave him this the day before Chinese New Year (Feb. 10th). I lent it to him. It was a native compradore order on the Hongkong and Shanghai Bank for Tls. 1,000. It was a Chinese document and I gave it to Mr. Levey and we went together to the Russo-Chinese Bank where he deposited the money in his name. I was there at the time. There were no formalities that I know of. I did not owe him any money at that time. He needed money for the running expenses of the business. I got the money remitted and I said "Levey, I give you this money; you can pay me back as soon as some money comes in." There was no date fixed for the paying back. The money has not been paid back, though I have demanded payment of the money. (Press copy-book produced and handed to defendant.)

Mr. Nelson: My client admits this to be a copy of the letter received by him.

The copy of the letter was read and put in and marked "Plaintiff's Exhibit A."

28th March, 1899.

S. J. LEVEY, Esq.,

Present.

As you have not complied with my request to give me a receipt for the taels Thousand I lent you on February 8, 1899, I am obliged to go to the American Consul to put the case before him if I have not received your acknowledgment by 11 o'clock to-day. You will remember that you pledged the sale of the watches from the Raffle as repayment and meanwhile you have taken them away.

Awaiting your answer, I remain,

Yours truly,

F. KOEHLER.

The money has never been paid to me. It was a native bank order given to me by the Hongkong and Shanghai Bank in Tientsin. It was a native cash order of the compradore department of that bank.

Cross-examined by Mr. Nelson: I was not employed by the Chinese Corporation, Ltd. I kept their books at Tientsin for a while and did so without payment. I did considerable skin transactions up there, and that was my particular business. I was living in the same hong occupied by Louis Spitzel and Co., as agents for the Chinese Corporation, Ltd., I was not buying skins through them. I got my order from Mr. Stürmann. The hong had something to do with the skins. I remember when there was a lot of skins, and we thought it would be better if cash was paid as better terms could be had. It was about the beginning of February. I remember a telegram being sent, and I asked for Tls. 8000. I have no copy of the telegram. I do not remember what was in it, only that I telegraphed for Tls. 8000. I do not remember whether I directed it to Mr. Stürmann or to the Chinese Corporation. I said I could buy skins and could buy them cheaper for cash. I said nothing else that I remember. I was at that time keeping books for the Chinese Corporation. They were wanting funds for office expenses. Mr. Levey wanted Tls. 500 and I now remember there was something in the telegram about Tls. 500 being required by Mr. Levey because he said he required them just before I wired. I remember wiring do not remit until you hear from me but remit Tls. 500 That was requested by Mr. Levey because he wanted funds.

His Honor: Was that telegram sent by you?—No. I suppose by Mr. Levey because he had power of attorney.

Then you did not send the telegram?—I did not sign it. I made it out. The money would come to me as I was the only one there to buy skins and no one else.

Mr. Wilkinson said he was not objecting, but if there was a telegram it ought to be produced.

Mr. Nelson: Unfortunately the Chinese Corporation, Ltd., is in liquidation and the whole of the books have been taken by the liquidator and are on their way to England. The telegram was probably filed and taken by the liquidator.

His Honor: There was a telegram sent down from Spitzel & Co., to someone here for Tls. 500 running expenses, and Tls. 8000 for skins?

Witness: Two telegrams were sent, one for Tls. 8000 and one for Tls 500. The Tls. 8000 was received and sent to the Hongkong and Shanghai Bank to my personal order.

His Honor: Not to Spitzel & Co?—No, to me.

Mr. Nelson: Will you tell me what happened to that Tls. 8000?—I went to the Hongkong and Shanghai Bank and asked for it and they gave me two native compradore orders, one for Tls. 7000 and one for Tls. 1000. The Tls. 7000 I paid to Mackenzie and Co., for skins, and the other order for Tls. 1000 I paid to Mr. Levey, and I went with him to the Russo-Chinese Bank.

His Honor: There must have been a conversation?—There was a conversation. I said to Mr. Levey the Tls 500 has not come, but if you want it I can give you Tls. 1000, and as soon as the watches come you can pay me back. I said the Tls. 500 might not be enough and he might just as well take the other Tls. 500 in case he needed more. To my knowledge the money was to be used for the running expenses. In keeping the books I did not credit the Chinese Corporation with the Tls. 1000, I credited Mr. Stürmann and I debited the firm.

His Honor: What was the exact entry made?—I did not enter it in the books, but on paper.

Mr. Nelson then produced a sheet of foolscap on which were written certain accounts.

Plaintiff admitted the entries were in his handwriting. It was a true account as far as he knew and was made at the time on account of the books having been taken away.

His Honor: Did you write "Chinese Corporation, Limited" or "for manager?"—No.

The said statement of accounts were then put in as an exhibit, and marked "Defendant's exhibit 1." At the bottom of the accounts was the following:—"E. & O. E. Tientsin, February 23rd, 1899

Chinese Corporation, Ltd.,

S. J. Levey, for manager."

His Honor: That purports to be the Chinese Corporation account?—No it is Louis Spitzel & Co's account in Tientsin. No Chinese Corporation, Ltd., existed at that time. They were entries for L. Spitzel & Co's books So far as my knowledge goes the Chinese Corporation Ltd. was not registered in Tientsin, and L. Spitzel & Co. acted as agents for it there. But it had no manager there and no one had any right to sign for it there.

His Honor pointed out that on plaintiff's own testimony he had credited Mr. Stürmann with Tls 1,000 deposited in the Russo-Chinese Bank, on L. Spitzel & Co.'s books and it was a question of actual responsibility. He would adjourn the court for five minutes for Mr. Wilkinson to consult his client.

After the interval, Mr. Wilkinson said that his instructions were that Louis Spitzel & Co. had ceased to exist on the 1st July, 1898, and the whole of their business had been transferred to Chinese Corporation, Ltd. Mr. Levey, in accepting the money, either took it on his own account or on behalf of the Chinese Corporation, and as he did not represent that Corporation he must have had it on his own account.

After more argument, the defendant was called and was examined by His Honor.

S. J. Levey, sworn, said: I am not a partner in Spitzel & Co. I am working for them on a salary. I borrowed this money for the Chinese Corporation Ltd. I had power from the manager, Mr. Louis Spitzel to borrow the money. He was managing-director of the Chinese Corporation, Ltd., which was in existence at the time we were up there in Tientsin. L. Spitzel & Co. sold their business to the Chinese Corporation, Ltd., which took effect from 1st July, 1898, and it has been the Chinese Corporation, Ltd., ever since in Shanghai, Hankow and Tientsin. I signed for the manager. I have no power of attorney for the Chinese Corporation, Ltd., but I have from Louis Spitzel & Co.

His Honor: I do not think, Mr. Wilkinson, I can do anything else. Mr. Levey's answer is that he acted for Mr. Spitzel. Was it for Spitzel & Co.?

Mr. Levey: No, for the Chinese Corporation, Ltd. I was acting for Mr. Spitzel, as managing-director of the Chinese Corporation, Limited, after 1st July, 1898.

His Honor: There is no question to the Court but that the wrong person has been sued. Mr. Koehler's own testimony is positive, for there is his own written testimony of this account kept for this firm up there, crediting Mr. Stürmann with this Tls. 1000. The only question is who is to be sued for this money, and not who lent it, and on plaintiff's own testimony he looked to repayment by the firm. The case will have to be dismissed with costs.

An order in accordance with this was made.

No. 140

ACKNOWLEDGED
JUN 17 1899
Bureau of Foreign Commerce.

G. & Bureau

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REC'D.
JUN 3 '99
DEPT. OF STATE

Consulate General of the United States,

Shanghai, China, May 1 1899.

3rd. ASST. SECRETARY.
JUN 6 1899

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

advice interested
parties.
sent
7-27-99

PRINTED IN ADVANCE SHEETS NO. 487

SUBJECT.

plumbago.

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Consulate General of the United States,

Shanghai, China, May 1 1899.

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Mr. Goodnow

3rd. ASST. SECRETARY
JUN 6 1899

TO THE DEPARTMENT OF STATE.

SUBJECT.

Chinese landing certificates from Canton.

ABSTRACT CONTENTS.

No. =

Consulate General of the United States,

Shanghai, China, May 1 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Referring to your unnumbered despatch of Mch 16 to A H White given by me to H. I. Smith - Vice Consul in charge, with directions to report to you :— I would call your attention to my #128 and #129 of Oct 13 & 14 1898 in which I reported very fully as to the manner and means by which landing certificates have been obtained at Canton -

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U. S. A.
Shanghai.

128 [illegible]

129 [illegible]

Loose
No. 191

Ast Bureau

Consulate General of the United States,

Shanghai, China, May 1 1899.

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Mr. Gordon

3rd. ASST. SECRETARY.
JUN 6 1899

TO THE DEPARTMENT OF STATE.

Copy to Mr Johnston
referring to his letter
of March 23 99
Copy from
ack'by from
to A.R. Johnston.
June 8.

SUBJECT.

George Howie

ABSTRACT CONTENTS.

No. 191

Consulate General of the United States,

Shanghai, China, May 1 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

Replying to yrs #126, I would refer yr to my #162 of Feb 27th.

The Captain of the vessel reported to me that the man left no effects on board. He was in Shanghai some months ago and I am informed that he left here as deeply in debt as he could get. At one time he was in the Chinese Navy but later, I am informed, his dissipation had ruined him. He certainly left no personal or other property in China. His fare was paid from on the steamer, from which he committed, by friends.

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

Lord R

No. 192

Ct Bureau file

Consulate General of the United States,

Shanghai, China, May 1 1899.

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Mr. Goodnow

3rd. ASST. SECRETARY. JUN 6 1899

TO THE DEPARTMENT OF STATE.

Acknowledged June 8.

SUBJECT.

Leaving for Hankow.

ABSTRACT CONTENTS.

No. 197

Consulate General of the United States,

Shanghai, China, May 1 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to report that I leave tonight for Hankow, in obedience to yours #193 of Mch 9th 1899 and your telegraphic order of April 10th

On my return from Hankow, I will leave at once for the northern Consulates.

I have the honor to be
Sir,
Your obedient Servant,

Consul General, U.S.A.
Shanghai.

Conf

No. 193

Ant Bureau
Mr Branagan

Consulate General of the United States,

Shanghai, China, May 1 1899.

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Mr. Goodnow

Report

3rd. ASST. SECRETARY
JUN 6 1899

TO THE DEPARTMENT OF STATE.

SUBJECT.

Canton Consulate
and Mr White's drafts +

ABSTRACT CONTENTS.

Paid from Emergencies June 20-99-
Ans. June 21.

No. 193

Consulate General of the United States,

Shanghai, China, Mar 1 1899.

Honorable D J Hill

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to report that Mr White, lately in charge at Canton, reports to me that he drew for salary as in charge at Canton for the period of transit from Shanghai to Canton & his salary as clerk here ceased when he left here. It would seem that he should be entitled to a transit salary as a Consul would be. If this is not right please protect his draft & notify us what course should be taken as to the periods of transit to and from Canton.

When the sudden necessity arose under your instructions to send a suitable person to take charge of the Canton Consulate, I was afraid to trust any American in Canton or Hong Kong with the position, knowing

as I do the unhappy condition of affairs in that region. I knew ~~that~~ I could trust Mr White to administer the affairs of the office honestly until you could send some one else. The place simply needs common honesty without undue self seeking and greed. While it is of course a greater expense to you for me to send a man from here, the situation there, with so many people endeavoring to use our office for arms smuggling and illegally getting landing certificates for Chinese, and with the low estimation into which our Consulate at Canton had fallen, justified the extra precaution taken. I hope my action in this matter has met with your approval.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Cons Bureau

Postal Cable.

TELEGRAM RECEIVED. P I WG WA 7 G.R.

Conferm

From Shanghai,

May 3, 1899.

Received 11:59 PM.

T. OF STATE
4,9.10 AM 1899
LKS. OFFICE

3rd. ASST. SECRETARY
MAY 4 1899

Cridler,

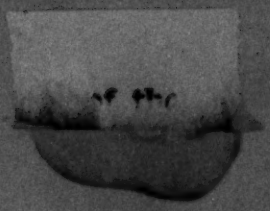
Washington, (D.C.)

International settlement granted satisfactorily.

Goodnow.

8.99

Conf. May 15.
ans. June



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No. 194

Consulate General of the United States,

Shanghai, China, May 9 1899.

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Mr. Goodnow

ans. 4 June. in China. circ. June 22.

TO THE DEPARTMENT OF STATE.

copy to Hankow. June 22.

ASST. SECRETARY JUN 17 1899

SUBJECT.

~~Extension of Shanghai Settlements~~,

Reply to Dept's #125 re S.T. Chills.

ABSTRACT CONTENTS.

SOLICITOR'S OFFICE
JUN 19 1899

Dft to Adv

Dear Mr. Cridler:

I agree with you that the practice here described is illegal, and should not be sanctioned by this Govt. This Govt cannot properly extend protection to a foreign firm ~~merely~~ doing a legitimate business, merely because an American citizen is employed by it. The Counsel

Gen

should be directed
to refuse to extend
protection in such
cases as those de-
scribed ~~herein~~ in
his dispatch.

F.V.

Office of the
Third Assistant Secretary.

Dear Van Dyne:

Please look at this case carefully. The men I am from Chena the last conference I have in the service.

My opinion is that the work of this is illegal and that it ought immediately to be stopped -

What are your orders?

Allen

No. 1917.

Consulate General of the United States,

Shanghai, China, May 9th. *1899.* 9

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

122(?)

Referring to your No. 102 of March 9th in regard to the charge made by our Consul at Chungking that the Marshal of the United States Consular Court at Hankow is illegally engaged in the opium trade and directing me to proceed to Hankow at once and thoroughly investigate the matter, which No. 122 was received by me April 16th. I beg to report,

First, that Dr. Wilcox asked for and received Mr. Child's resignation April first and notified you of it and recommended the appointment of G. E. Reed who has been acting as Marshal since April first.

Second, that Mr. Childs is, and has been since the death of the late Mr. M. A. Jenkins, formerly Interpreter of our Consulate at Hankow, in the employ of a firm of Chinese called Kung Tai. He has received a salary of $100.00 Mex. per month and has no other share in the business. The firm called Kung Tai charters junks from Hankow to Chungking and, on the ground of Mr. Child's employment, is registered as an American firm making its clearances etc., from the American Consulate at Hankow. As this firm can not under Mr. Child's name make shipment of opium from Chungking to Hankow, the same persons who compose the firm of Kung Tai are also organized as a firm called Dah Sing, chartering junks from Chungking to Hankow. The agent of this part of the business is Mr. Stout, a British subject.

the same persons control both businesses. They run them under two names and have two sets of books but carry them on in the same house. I do not under these circumstances consider that Mr. Childs has any thing to do with the shipment of opium.

You will notice that the above firm of Kung Tai is registered as an American firm and receives American Consular protection because and only becauseMr. Childs is employed by that firm as its agent. Lately a butcher shop in Hankow was burned and a claim was made against the authorities and sent to our Minister at Peking from the consul at Hankow as the claim of an American citizen although in this case also, Mr. Childs is simply salaried. In neither case does he devote time to the business and he receives the salary simply for the use of his name to gain foreign protection.

I find also that the acting Interpreter, T. A. Lee is a partner in 3 firms, 5 dealing in transit passes, and one which charters Lorches and junks between Shanghai and Hankow. Mr. Lee was born in America, is an American citizen and these firms receive American protection and does business through the American Consulate.

I would respectfully ask instruction in such cases as above. It hardly seems possible to me that the United States desires to give its protection to Chinese and to take the responsibility of Chinese business simply because an American is paid so much for the use of his name. The practice is very common in China. Businesses of all kinds are put under the names of foreigners. Men of all nationalities permit the use of their names for a small amount of money, gaining thereby foreign protection for Chinese business. I called your attention some time ago to the steamer Do Sing. She was really Chinese owned but technically under the American flag, and the Department answered me that they did not desire to give protection and assume responsibility unless American capital was actually invested.

In the above cases I can see the distinct gain to Mr. Childs and Mr. Lee in the amount of salaries received; and also a certain amount of unnofficial fees for clearing these junks received at the Consulate. But I do not see any gain to the United States to compensate for the responsibility assumed.

I would respectfully ask instructions governing these and all such cases, and would suggest that your instructions, if you deem it necessary to give any, should be sent to all the Consulates in China.

I have the honor to be

Sir,

Your humble servant,

John Goodnow

Consul General.

No. 195

Cnt Bureau

Consulate General of the United States,

Shanghai, China, May 9 1899.

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Mr. Goodnow

TO THE DEPARTMENT OF STATE.

File awaiting full report Aug

3rd. ASST. SECRETARY
JUN 17 1899

SUBJECT. See instruction to Minister Conger dated July 8/99.

Extension of Shanghai Settlements

J.B.C. July 7/99

ABSTRACT CONTENTS.

Dear Mr. Gridley

Do you not think we had better wait for the full report of the transaction before committing ourselves so fully to what has been done?

Yours &c

the Secretary.

...ceiving and you ...ich. I think certain papers ...f the Rockies in this subject. but so far as I can see the settlements of the matter appear to be entirely satisfactory. I have enclosed in blue lines that 11 mile page & the Montreal paper as explaining the question -

We might ask the vessels approval & pay Mr Goodnow deserved compliment for his action &

No. 145

Consulate General of the United States,

Shanghai, China, May 9th. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I beg to confirm my despatch of May 3rd. "International settlement granted satisfactorily".

Referring to my No. 181 I beg to report that Baron Li, Taotai of Shanghai, took charge on April 13th, and at once made his official calls. On the Saturday following he met in this office Consul-General for England, Vice Consul-General for Germany, the Chairman of the Municipal Council and myself. Mr Ferguson and Mr. Yu (Secretary of the Viceroy) were present as special deputies in this matter. The whole matter of the settlement extension was gone over by me as representing the others and point by point agreed to by Baron Li, Mr. Ferguson and Mr. Yu. Baron Li then said that he was obliged to go to Soochow the following week and would leave the matter in the hands of Mr. Ferguson and Mr. Yu. During the week following, it was decided that the extension should be given in the shape of a proclamation by Chinese authorities announcing to the people living in the proposed extension that the Chinese Government had given that region as a settlement for the people of all Nations, to come under the regulations of the present Anglo-American settlement. On May first I received a letter from the Taotai notifying me in writing that he had agreed to the settlement extension, and that Mr. Ferguson and Mr. Yu would leave on that night for Nankin to obtain the Viceroy's rescript approving the proposed proclamation. These gentlemen

Office of the
Third Assistant Secretary.

Dear Mr. Secretary.

This is interesting and you may care to read it. I think you turned over certain papers to Mr Rockhill on this subject. But so far as I can see the settlement of this matter appears to be entirely satisfactory. I have enclosed in blue lines that 11th page & the important point as I understand the question -

We might ask the Pres approval & say Mr Goodnow deserved compliment for his action &

No. 145

Consulate General of the United States,

Shanghai, China, May 9th. *1899.*

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

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went on the same boat on which I went to Hankow, and at Kiukiang I received a telegram from Mr. Ferguson. "Matter settled; Viceroy satisfied". To which I replied "Express to Viceroy my sincere thanks". Mr. Ferguson reports to me that he did convey to the Viceroy my telegram and that the Viceroy returned his compliments and declared that he was pleased to do business with Americans and that he was grateful for the reasonable manner in which I had consulted with him in this transaction.

On April 25th, I wrote to Mr. conger that the Settlement extension was practically finished by a satisfactory agreement with the Taotai. On May first he replied "I congratulate you upon your success and trust that the final papers may be made executed and the proclamation be issued without further delay." To-day I received a despatch from the Taotai of Shanghai, of which the following is a translation. "In the matter of the settlement extension which in obedience to the orders of Viceroy Lie, I with Deputies Ferguson and Yu took in hand, and reported to the Viceroy of Nankin, the boundries fixed on. These the Vi ceroy has now confirmed. Besides issuing a proclamation and sending a despatch to the Shanghai District Magistrate with orders that he should in Consultation with Deputies Ferguson and Yu and the Chairman of the Municipal Council, map out and put up boundry stones on the lines marked out for the International (general) extension, I have also sent despatches to the several Consuls and enclose herewith a copy of the draft of the proclamation." The English Consul-General and myself met the Municipal Council and explained the situation to them, and they voted unanimously to support the proposed extension and also unanimously passed a vote of thanks to Mr. Brennan and myself.

I have written Mr. Conger the above facts, and will also when at peking next week, explain the exact extension to him.

(I leave for Tientsin May the 12th and will go to peking from Tientsin and will probably take a few days off there to visit the Ming Tombs and the Great Wall).

In the matter of the extension of the French settlement, Mr. Ferguson has notified the French Consul-General that he, for the Chinese authorities, is ready to open negotiations. The French Consul-General has answered him that the matter is being settled in Paris, London and Washington. The extension given to the International Settlement does not conflict with any of the territory asked for for the French Extension. The Chinese authorities have agreed with me personally that, in giving the French extension, they will not allow any of the American Missionary property to come under the French extension, and that they will not acknowledge the French claim for exclusive jurisdiction in their extension or original settlement.

In the handling of this matter of the extension of the settlements of Shanghai, I believe that American interests have been thoroughly safeguarded, and in this I include not only their interests directly in Shanghai, but the American interests in China. It will be remembered that the foreign trade with Central and Northern China practically goes through Shanghai. This extension is for the people of all Nations and under the protection and governance of the Consuls of all treaty powers. It makes of Shanghai still more a city in which all nations of the world are interested and thus interests them all equally in the trade which goes through Shanghai. It is no longer a collection of settlements of individual nations but a cosmopolitan city belonging to the world. American trade therefore must always come into it on equal terms with the trade of other nations. No nation or little group of nations can claim it as Germany does Kiaochou, England Weihaiwei and Russia port Arthur. All nations alike therefore are interested in preventing any nation putting a

bar against the trade of any ~~one~~ nation. I have had in view in this matter the fact that by our location, American trade naturally predominates in the Pacific Ocean; and that the Continental nations are more jealous of us even than of England. The Chinese themselves take kindly to the idea of International settlements, and following in the precedent set by us, the new settlement at Nankin will be made an International one.

I beg to receive your approval for the work which has been done here in this matter. The English, German, Japanese and American Consuls have worked together without friction during the whole of the negotiations.

I have the honer to be

Sir,

Your obedient servant,

John Goodnow

Consul General.

No.

Consulate General of the United States,

Shanghai, China, May 18th 1899.

INDEX BUREAU
REC'D.
JUN 13 '99
DEPT. OF STATE

Mr. Arthur H. White.

Ackd & Remarks
Sent June 16-

TO THE DEPARTMENT OF STATE.

BUREAU OF APPOINTMENTS.
JUN 16 1899
Department of State.

SUBJECT.

Remittance for Special Passports and Official Bond of Marshal

ABSTRACT CONTENTS.

No. 196

Consulate General of the United States,

Shanghai, China, May 18th 1899.

Honorable J. W. Cridler

3rd ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I enclose herewith two dollars and fifty cents ($2.50) in U.S. Stamps, to be applied as follows, Fifty cents for Official Bond of Geo. A. Derby U.S. Marshal Shanghai, which has been paid by the State Dept. and Two dollars for Two Special passports, one for Arthur H White Deputy Consul General, Shanghai, and one for Geo. A Derby U.S. Marshal, Shanghai.

I have the honor to be

Sir:

Your obedient servant

A H White

Deputy Consul General

Shanghai

$2.50 in 50¢ stamps
Enclosed

Conf. "Shanghai"

ack. Tsu-
cpn 16 Aug
itr. June 16.

Shanghai, China
May 19, 1899

3rd ASST. SECRETARY
JUN 13 1899

Consulate Brussels
JUN 13 1899

Dear Sir:

I have your letter [illegible] and have noted the contents. The last sentence referring to [illegible] I will attend to. I have written to Tientsin, Nanking, Hankow and Chefoo, but have not received any reply from them as yet.

I have paid the charges on the [illegible] to Messrs. Jardine, Matheson & Co., and have obtained a receipt for the same; it will, therefore, be unnecessary for you to pay the Department again.

I have had some [illegible] with the Customs Authorities, but have not yet succeeded in obtaining the [illegible], and I am afraid it will be some time before this matter is settled. I have written to the Commissioner of Customs, Ningpo, but have had no reply as yet. I have also written to the Commissioner of Customs, Wenchow, but have had no reply as yet. I will write to the Commissioner of Customs, Foochow, and will let you know the result.

I have asked you for the Brussels Treaty [illegible] and shall be glad if you will kindly attend to this matter.

Respectfully yours,

W. Ferguson

J. W. Bissell, Esq.
Department of State, Washington, D.C.

Cons Bureau

No. =

Consulate General of the United States,

Shanghai, China, May 31 1899.

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RECD.
JUL 10 '99
DEPT. OF STATE

Mr. Goodnow

1st ASST. SECRETARY
JUL 10 1899

TO THE DEPARTMENT OF STATE.

Approved July 12-1899

SUBJECT.

Clerk for 1899-1900

ABSTRACT CONTENTS.

Recommending retention of H White

No. =

Consulate General of the United States,

Shanghai, China, June 1st. 1899.

Honorable Thomas W. Cridler,

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D.C.

Sir,

I acknowledge you circular of April 24th, allowing $1600.00 clerk hire for this office for the fiscal year ending June 30th, 1900. I desire to make no change in the apointment of clerk for this office, continuing Mr. A. H. White and referring to my dispatch No. 14 dated Oct 17 1899.

I have the honor to be

Sir,

Your obedient servant.

John Goodnow

Consul General.

Consul

Cons't Bureau

No. =

Consulate General of the United States,

Shanghai, China, June 1 1899.

INDEX BUREAU
RECD.
JUL 10 '99
DEPT. OF STATE

Mr. Goodnow

TO THE DEPARTMENT OF STATE.

Approved July 12 1899

SUBJECT.

Messenger Service

ABSTRACT CONTENTS.

Continuing George Ah Kwan.

No. 4

Consulate General of the United States,

Shanghai, China, June 1st. 1899.

Honorable Thomas W. Cridler,

ASSISTANT SECRETARY OF STATE.

WASHINGTON, D.C.

Sir,

I have received your circular of April 24th, allowing $400.00 for Messenger service for this office for the fiscal year of 1900. I desire to make no change in the messenger service, continueing George R. Koom, and referring to my dispatch No. 14 dated Oct 17 1899

I have the honor to be

Sir,

Your obedient servant,

Consul General.

Consular

No. 197

Asst Bureaus

Consulate General of the United States,

Shanghai, China, June 1 1899.

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REC'D.
JUL 10 '99
DEPT. OF STATE

Mr. Gordon

3rd ASST. SECRETARY
JUL 10 1899

TO THE DEPARTMENT OF STATE.

Ans July 12.

SUBJECT.

Inspection of Consulates

ABSTRACT CONTENTS.

No. 197.

Consulate General of the United States,

Shanghai, China, June 1st. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE.
WASHINGTON, D.C.

Sir,

Acknowledging receipt of your No. 13[illegible] of April 10th and No. 135 of April 12th, referring to my No. 194 of May 9th, I would respectfully report that I returned from my inspection of the Hankow Consulate on May the 9th; that I left on May the 12th for Tientsin and returned yesterday after inspecting the Tientsin and Chefoo Consulates. I also went to Pekin at the request of Mr. Conger to discuss the various matters which could be better talked over than by letter. I would report also that while at pekingI took a vacation of four days to visit the Great Wall and the Ming Tombs. I did this without your permission, having received your permission several times for v acations which I have not taken, and I respectfully a sk your approval.

I will leave sometime this week for Foochow, and on my return go to Chinkiang and from there to Nanking to call on the Viceroy at his special invitation. If it is possible I will get to Newchang. As you know, the export trade from Newchang consists of beans and bean cake. At the present time there is a strike in that trade which makes it very difficult and almost impossible to get to that port, so that I dde not feel at all certain that I will be able to visit it, as much as I desire to and as important as I consider Newchang at the present time to our commerce. If I do not succeed in getting there before July first, I hope you will be able to allow me to make that trip later.

I have the honor to be

I have the honor to be
Sir
Your obedient Servant
John Goodhue
Consul General

Consp

No. 198 Confidential

Consulate General of the United States,

Shanghai, China, June 1 1899.

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REC'D.
JUL 10 '99
DEPT. OF STATE

Mr. Goodnow

U.S. ASST. SECRETARY
JUL 10 1899

TO THE DEPARTMENT OF STATE.

SUBJECT.

Spitzel & Co and F W Sutterlee,

ABSTRACT CONTENTS.

No. 198

Confidential

Consulate General of the United States,

Shanghai, China, June 1st. *1899.*

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE.
WASHINGTON, D.C.

Sir,

Referring to your Nos. 130, 136 and 139, all in regard to Spitzel & Co., and F. W. Sutterlee alias W. F. Sylvester, I beg to report as follows. Spitzel & Co. came into prominence in the East by furnishing arms and ammunitions of an incredibly bad quality to the Chinese at the time of the China-Japan War. In that deal it was said that a Nephew of Li Hung Chang's was connected with the firm. They absorbed Taylor & Co. in regard to which firm ex-Consul Sheridan P. Reed wrote a very laudatory account, which was published in the Consular reports and which the Department of State afterwards retracted. Later, Mr. Charles Denby, ex-Secretary of the Legation at peking, went to America to obtain agencies for the firm, but he separated from them while in America.

In August 1898, Sylvester shipped some arms into Luzon by the steamer Abbey from Canton, which steamer was seized by Admiral Dewey, in regard to which a suit is now before me as referee on the bond which Sylvester gave the Collector of Customs in Canton that the vessel would go to Singapore. Some time in February, a representative of the Filipino Junta was here with $300,000 to purchase arms. Sylvester and Spitzel were at Nankin in regard to a concession for mining (which they did not get) and found that the Viceroy at Nankin intended to ship some arms to the Governor of Kwangsi via Canton. They convinced the Filipino above named

that this was a shipment which they were making to Luzon for the insurgents, and got from him $150.000 Mex. They did all in their power to get the entire $300.000 from him, but he declined to pay over the balance until the arms should be delivered to a Filipino vessel outside of the mouth of the Yang Tse.

At this time Consul-General Wildman wired me that Sylvester was shipping 20,000 rifles and 2,000,000 rounds of amunition to the insurgents. I thereupon ordered Consul Martin of Chinkiang to investigate, and his report is in your hands. I also sent for Sylvester and told him that any shipment of arms to Luzon would be treason and that if I found it out I would hang him first and try him afterwards. He very coolly told me the substance of the above story. I asked him if he expected to give the money back to the Filipino; to which he answered that if he gave them the money back they might find some one who would give them arms; he thought the money was better in his possession than in any one elses. The transaction as thus outlined is so essentially characteristic of the firm of Spitzel & Co. and of Mr. Sylvester, and was so thoroughly corroborated by Consul Martin's investigation that it seems to me very probably true. Through Mr. Conger general instructions were sent to the Customs at Shanghai and to the various points on the Yang Tse, to keep a sharp lookout for shipments of arms, and I do not believe that any shipment has gone out of China except the one in August last which went from Canton; it was sent immediately after the protocol of peace was signed and before the Treaty was signed.

All the members of the firm are now out of China; to the best of my information having gone to England on the French Mail about March the 20th, all under assumed names.

A Mr. Levy has been left with the power of attorney from them, but I do not find that they are now doing any business.

I have the honor to be

Sir,

Your obedient servant,

John Hookinson

Consul-General.

Cons'l

No. 199

Cons Bureau
Mellorke

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REC'D.
JUL 10 '99
DEPT. OF STATE

Consulate General of the United States,

Shanghai, China, June 7 1899.

Mr. Goodnow

SEC. ASST. SECRETARY
JUL 10 1899

TO THE DEPARTMENT OF STATE.

BUREAU OF APPOINTMENTS.
JUL 11 1899
Department of State.

SUBJECT.

Vice Consul & Marshal at Foochow.

ABSTRACT CONTENTS.

#202 Fm C.G.

46 & 56 fr Foochow

No. 199.

Consulate General of the United States,

Shanghai, China, June 2nd. 1899.

Honorable D. J. Hill,

ASSISTANT SECRETARY OF STATE.

WASHINGTON, D.C.

Sir,

I hand you herewith Nos. 55 and 56 from the Foochow consulate in regard to the appointment of Mr. W. T. Gracey as Marshall and Vice-Consul at that place. I reccomend that the appointment be held until after I have been to Foochow for which place I leave June the 6th. During my absence at Tientsin and Chefoo several Americans from Foochow came to this office and protested against Mr. W. P. Gracey's appointment in any capacity in the Foochow office. I will look up the matter very thoroughly while in Foochow and report to you.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Cons'l

Ass't Bureau

No. 200

Consulate-General of the United States,

Shanghai June 5, 1899.

Mr. Goodnow

To the Department of State.

Subject:

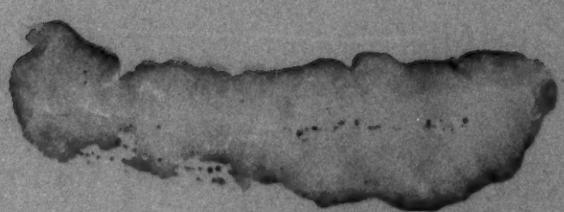
Internal Revenue fees.

ack'by Asst Sec'y to Treas. July 15.

Abstract of Contents.

Enclosing Consul Jones's #173 for instructions

See letter July 24/99 from Acty. Consul Gen. Rev. Substance to Shanghai July 28



No. 200

Consulate-General of the United States,

Shanghai June 5, 1899.

Honorable A Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you Consul Macey's #173 (copy): and to ask your instructions thereon

I have the honor to be
Sir
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

(Copy)
#143.

Inclosure in #200 Shanghai -

CONSULATE-~~GENERAL~~ OF THE UNITED STATES OF AMERICA.

Fuchau ~~SHANGHAI~~, May 22. , 1899.

Hon. John. Goodnow
Consul. General.
Shghai.

Sir:-

I have the honor to inquire if you have any information from the Dept of State in Washington, regarding the necessity for revenue stamps on Official Documents, or others issued by this Office? If this is a necessity, can the revenue stamps be obtained from your Office, or can you inform me what it will be necessary for me to do to obtain a supply?

The bond of the Marshal of this Consulate was accepted by the Dept of State, but they wrote informing me, that it should have had fifty cents in U.S. Revenue stamps attached. If Revenue stamps are not obtainable, will the ordinary postage stamps be satisfactory, if marked Revenue?

I should also like a list showing the amounts it is necessary to collect on certain papers.

I am,
Sir,
Your Obedient servant
(sgd) Samuel L. Gracey.

No. 201

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RECD.
OCT 10 '99
DEPT. OF STATE

Consulate-General of the United States,

Shanghai—June 5th, 1899.

Mr. John Goodnow

To the Department of State.

RECEIVED
JUL
11
1899
BUR. ACCOUNTS, DEP. OF STATE

Subject:

Accounts for the fraction of the Quarter ending Sept 30th 1897

Abstract of Contents.

enclosures

File

103

CE17-1898—

No. 201

Consulate-General of the United States,

Shanghai June 5, 1897.

Honorable J. W. Linder

Assistant Secretary of State,

Washington, D. C.

Sir:

Replying again to your #124. I have the honor to inclose herewith vouchers for salary of Interpreter and Clerk and a/c Salaries & fees for the fractional quarter Sept 21-30 1897 inclusive.

The voucher for the marshal's salary has been sent to Mr E.H. Eichelberger at Urbana Ohio with request that he forward it to you at once.

I desire to call your attention to the fact that I have a receipt for all a/c's for the above mentioned period specifically mentioning the above a/c's vouchers and dated Dec 7 1897 and signed E.H. Smith Asst. for MGR.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

No. 707

Consulate-General of the United States,

Shanghai June 16, 1899.

Mr. Goodnow

To the Department of State.

INDEX BUREAU REC'D. JUL 26 '99 DEPT. OF STATE

BUREAU OF APPOINTMENTS JUL 29 1899 Department of State.

3rd. ASST. SECRETARY. JUL 26 1899

T. Grey 4th A.D.C. July 31/99
Inc. to Fuchau July 31/99

Subject:

Vice Consul at Foochow -

Abstract of Contents.

#46 & 56 from Foochow

Consular Bureau.

MEMORANDUM.

Re appointment Wilbur T. Gracey as Vice Consul at Fuchau-

Mr. Cridler:

Mr. Gracey is young and inexperience to have charge of the Consulate at Fuchau in the absence of the Consul. He is the Marshal there and there are perhaps reasons why the offices of Vice Consul and Marshal should be kept separate.

The Consul General says there is no one else in Fuchau "who could and should be Vice Consul" and it would seem to be the best thing we can do under the circumstances.

I therefore recommend that Mr. Gracey be appointed Vice Consul.

Approved Curtis W.J.C.

No. 207

Consulate-General of the United States,

Shanghai June 16, 1899.

Honorable A J Hee

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to my #199 of June 7th with regard to Lt. Greeley's #55 and #56 from Foochow. I beg to report that while in Foochow I attended on Tuesday last June 13th a meeting of Americans. There were present Revs Hartwell and Part of the A.B.C.F.M. mission: Revs Plumb and Miner of the M.E. mission: Dr Kinnear of the M.E. Hospital: President Smythe and Prof Marsh of the Anglo-Chinese college and Mr. Asp, a sea captain.

It was the intention to have this meeting protest through me to you against W.I. Greeley's appointment as Vice Consul. The only complaint was that he was too young. He is between 22 and 23 years old. No other complaint was made against him and after the members had freed their

minds, they decided that they had no one else who could take the place and that they really did not want to make any protest. They also had some small grievances to ventilate against Consul Gracey: but as they all conceded Dr Gracey's honesty and faithfulness. I advised each one with a personal grievance to settle it in a friendly talk with Dr Gracey. The meeting last an hour and a half and ended in complete good feeling: but it was not an easy task to out-talk the professional talkers.

I talked with Dr Gracey as to the competency of W.I. Gracey as Vice Consul. The young man is well versed in the routine of the office and seems to be an excellent clerk. Dr Gracey has applied for a leave to visit the United States this summer and expects to be absent from Foochow 90 days - if the leave is granted. W.I. Gracey can carry on the office properly unless some serious trouble arises. I told Dr Gracey that I would accept the young man, if left

Minds they declared that they had no use who could not use the place and that they really did not want to make any profit. They were had more than enough provisions to provide for all those who depended upon them all their needs.

Having all these things they were content. They were all engaged in farming and tilling their land and were satisfied with their produce. It was not a very large and rich country but it was enough to satisfy the requirements of the people.

Talking with them one could see that they were quite content in their position and were not desirous of any change in their mode of living. They were quite satisfied with their lot and did not want to change it in any way. They were quite happy in their own way and did not want to change that.

in charge, to refer all matters not of the routine to me before doing anything. It will put extra work on this office; but I am willing to stand it as I think Mr Gracey needs a trip away from Foochow. With supervision as outlined above, I think W.L. Gracey able to carry on the office for the few months his Father would be away.

There is no one else in Foochow who could and should be Vice Consul. It is my duty therefore to report these facts and recommend the appointment of W.L. Gracey as Vice Consul at Foochow.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

Ans Bureau

Ans July 29

No. 203

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Consulate-General of the United States,

U. S. Consulate General
JUN 17 1899
SHANGHAI, CHINA.

, 189 .

Mr. Goodnow

3rd. ASST. SECRETARY
JUL 26 1899

To the Department of State.

Subject:

Inspection of Consulates

Abstract of Contents.

No. 203.

Consulate-General of the United States,

Shanghai June 16, 1894.

Honorable A. J. Hill:

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to report my return from Foochow this morning & I will be able to get a Shipping and Mooring before July 1st but will not have time to get to Newchwang. I therefore request that you will authorize me to go to inspect the Newchwang consulate in August or September. No place in China deserves more close attention now more than Newchwang and I expect to recommend the establishment of a Consulate there if unless an actual visit changes my preconceived ideas.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

No. 201

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REC'D
AUG 5 '99
DEPT. OF STATE

Consulate-General of the United States,

U S Consulate General
JUN 21 1899
SHANGHAI, CHINA.

, 189 .

Mr. Goodnow

AUG 6 189

To the Department of State.

Subject:

International Settlement and Extension French " at Shanghai

Abstract of Contents.

Encloses
I Proclamation
II Amendment to Land Regulations
III Map of Shanghai as extended.

Ans. Nov. 6. 1899.

Consular Bureau.
SEP 13 1899

Dec #206 Aug. 26. 99
to Conring

Office of the
Third Assistant Secretary.

Dear Adee

You have given the subject more attention than I. Give me a suggestion for reply if you please

Adee

AUG 8 1899

Consular Bure
SEP 16 1899

Dear Cridler:

As I understand it, we have nothing to do with the quasi-political squabble between England and France about the extension question.

An international concession (as distinguished from the separate English, American and French concessions) was proposed some years ago. It lay in part along the river front, adjoining the French concession, and in part behind it — and if granted it would have hemmed in the French settlement on all sides except the

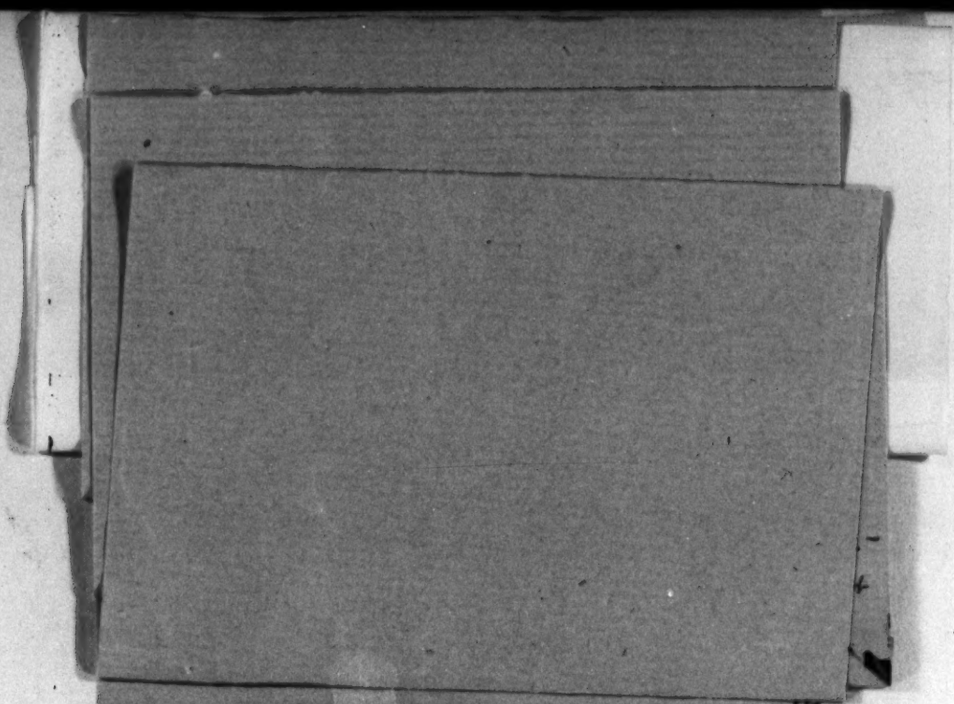
river frontage, where extension waterward was obviously impossible. Hence France protested and demanded — 1st that the river front be left free for French extension, and 2nd, that French settlement be extended inland and southward.

To the latter positive demand England demurred and asked us to join in opposing the French demand. We did not oppose it as England did on ground of contested right, or of expedient policy, but instructed Minister and Consul that if the proposed French extension interfered with existing American property rights and would operate to transfer

[redacted]

[redacted]

[redacted]



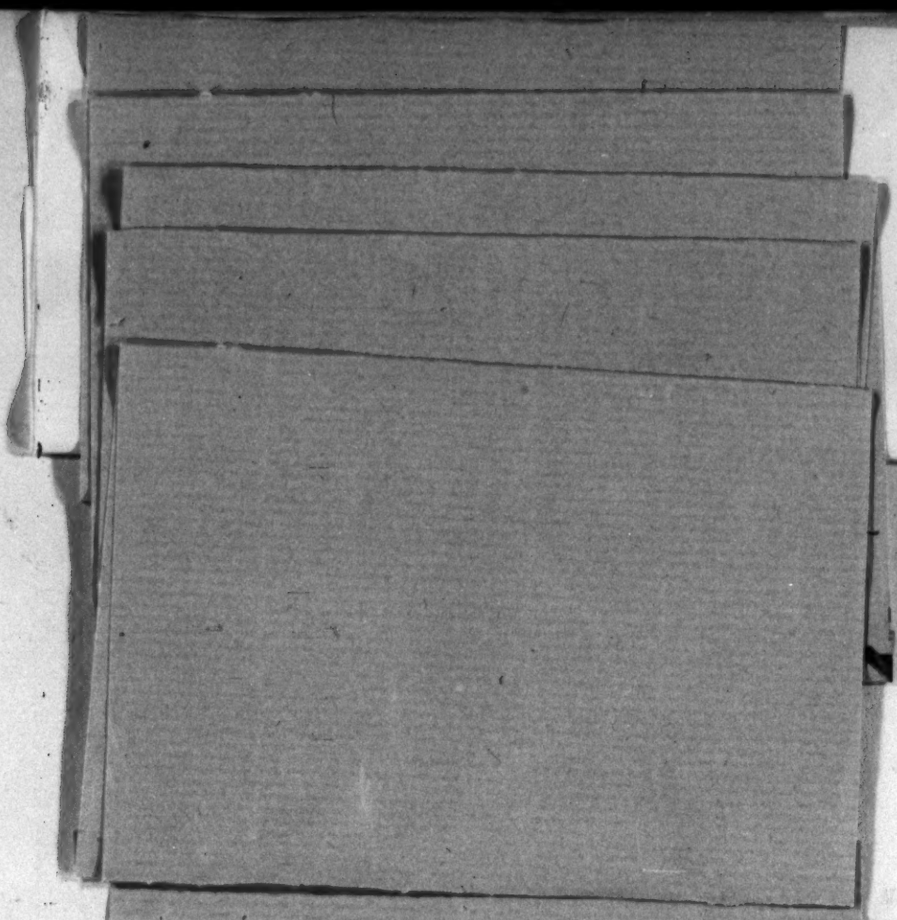
and that the matter seemed capable of arrangement by an international concession in whose privileges all foreigners (Frenchmen included) would share.

Nothing further was heard from Mr. Cambon on the subject, but the Cons. Genl reported the continuance of negotiations for an international concession, pari passu with the French claim for a specific extension of the existing French settlement.

From Mr. Goodnow's 204 it would seem that an agreement (by all but England) has been reach on both points. The international concession is a generous one, and does not interfere with French extension, either inland

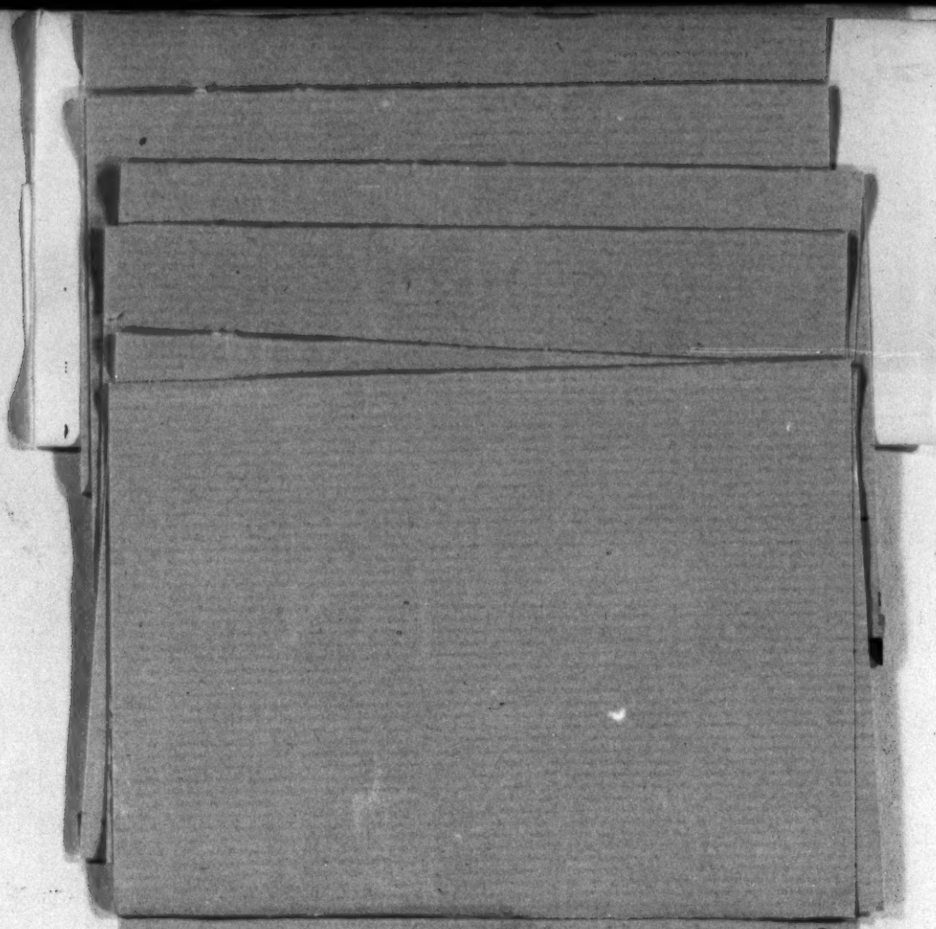
or along the river front eastward. The Specific French extension runs inland, side by side with the international concession for a part of the way, and does not take in any American owned property outside the walls in the Chinese suburbs, the line being apparently drawn for the purpose of excluding the American mission property from the French extension.

The only points for which the U. S. contended have been won, so far as I can see. The British opposition does not appear (if Mr. Goodnow's report states all the premisses) to rest on any ground similar to ours, but seems to rest



on an abstract contention that France has no right to claim a special extension but can only receive one as an act of grace on the part of China; presumably with the assent of the other treaty powers. The ground of this opposition is probably the desire on the part of the British government to save the point of right should France hereafter demand a river-front extension eastward.

Mr. Goodnow's report is by no means as full as it should have been, and the Department views herein set forth express a series of inferential deductions rather than an absolute knowledge of the facts upon which to



base a decision. Mr. Goodnow should make a further report, in the light of this instruction and of Mr. Hay's note of April 20, 1899 to the French Ambassador upon receipt of which he will be further instructed. In the mean time he will refrain from any committal of this government, either to acceptance of the arrangement, or to opposition to its terms if they be found not to fully reserve the american rights and interests in that quarter which Dept's the previous instructions have aimed to conserve intact.

Goodnow should send copy of the map to Min. Conger. A.H.

Copy of Goodnow's report and Dept's present instn should go to Mr. Conger.

No. 704.

Consulate-General of the United States,

Shanghai June 21, 1899.

Honorable J. Hill

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herewith
1 proclamation (duplicate) of the Taotai
of Shanghai granting the International
Settlement.
11 resolution amending Land Regulations
(duplicate) adopted unanimously
at a meeting of the Ratepayers of Shanghai
June 20th 1899, ~~not~~ fixing the boundaries
of the extended municipality.
1 map showing American, English, and
International Settlements as today
established: and (by black dotted
line) the Extension as offered by the
representations of the Chinese to the
French, provided neither England nor the
United States objected; and the American
missions lying outside the proposed
Extension. This extension does not

contain any American-owned property + The English Consul General has objected on the ground that the French authorities have claim the Extension as a right and as Exclusively French territory + that it does not contain any American-owned land, I have not objected + I await your instructions as the claims of the French to an exclusive jurisdiction and to the settlement as French territory raise the widest questions of our dealings with China -

I have written H.E. Mr. Conger and sent him documents as above —

I have the honor to be
Sir,
Your obedient Servant,
John Goodnow
Consul General, U.S.A.
Shanghai.

THE EXTENSION OF THE SETTLEMENT.

The following despatch has been received by Consuls-General Goodnow, Brenan, and Knappe:—

BARON LU, TAOTAI OF SHANGHAI to the Consuls-General for the United States, Great Britain, and Germany.

In reference to the question of Settlement extension, which in obedience to order, I, with deputies Ferguson and Yü took in hand, reporting to the Viceroy of Nanking the boundaries fixed on, I have the pleasure to inform your Honour, that the Viceroy has confirmed our action in the matter, and I am about to issue a proclamation on the subject, have also sent such a despatch to the District Magistrate of Shanghai, with orders, that in consultation with deputies Ferguson and Yu, and with the Chairman of the Municipal Council, he should get up a map, and put up boundary stones on the lines marked off, for the International extension.

I am sending dispatches on the subject to the several Consuls and enclose herewith a copy of the proclamation I intend to issue.

I am, etc., etc.

Draft of the Proclamation about the International Extension of the Settlement.

A PROCLAMATION FOR THE INFORMATION OF THE PUBLIC.

On the 5th day of the 8th moon, in the 26th year of Tao Kwang, *i.e.*, the 24th Sept. 1846, the 1st section North of the "Yangkingpang" was set apart for a (foreign) Settlement, when the late Taotai "Kang" and Consul Parkes [redacted] (?) made rules and regulations for the benefit of merchants and laboring classes as well as for the general prosperity of the place.

Again, on the 2nd of the 11th moon in the 28th year of Tao Kwang, i.e., the 27th Nov., 1848, the former Taotai Ling and Consul Allen, had a consultation concerning the extension of the settlement, when they fixed the boundaries, mapped out a place and put up boundary stones.

Later on, on the 13th day of the 5th moon in the 19th year of Kwang Hsu, i.e., 26th June, 1893, the Hongkew settlement was set apart by the former Taotai Nieh, who appointed the Hon. Mr. Wang, district Magistrate of Shanghai, as his deputy, who in conjunction with the Consuls and Mr. Emens, U.S. Vice Consul-General, fixed the boundaries, which they surveyed, and put up boundary stones.

Still later, on the 10th day of the 2nd moon in the 24th year of Kwanghsu, Tsai Taotai, when still in office, received an application from Dr. Stübel, Consul-General for Germany and Senior Consul, for an extension of the settlement.

Tsai Taotai also received word from H.E. Liu, Viceroy of Nanking, to the effect that he had received communications from Mr. Brenan, British Consul-General and from Mr. E. T. Williams, U.S. Vice Consul-General, pointing out that the present settlement was not large enough for the increasing business of Shanghai and asking for settlement extension not with any thought of doing away with the authority of Chinese officials, as no rule or regulation affecting Chinese would be put into force without the previous approval of the local officials. As to the limits of the settlement extension, a satisfactory arrangement could be made with the local officials.

Thereupon, in obedience to order, Tsai Taotai had a consultation regarding the boundaries of the International extension of the Settlement and sent a dispatch about the matter to Senhor Valdez, the Senior Consul, but before a satisfactory arrangement was made, Tsai Taotai was removed and I took up the duties of the office.

The Viceroy of Nanking having appointed Deputies Ferguson and Yü, to come to Shanghai to be associated with me in the settlement of the question, and I realising that business is daily increasing and that the place is not large enough for the purpose, it was plainly my duty to have a consultation respecting the extension intended for an International Settlement, and so I went at once with Deputies Ferguson and Yü to confer with the Consuls when the matter was satisfactorily settled.

In the rules and regulations for the former Settlement, which were from time to time agreed on and in the new regulations for the Hongkew Settlements the rights of the people with regard to real estate, graves, and waterways are all plainly stated and will be protected. These regulations were some time ago printed and placed at the gate of the Municipal Council as well as in other public places for the information and compliance of everyone.

The Shanghai district magistrate is now ordered to carry into effect our decision regarding the international extension, make a map and put boundary stones in conjunction with deputies Ferguson and Yu and with the Chairman of the Municipal Council. Having sent despatches to the Consuls on the subject I feel in duty bound to issue this proclamation that all classes of people may be informed about the matter and hereafter all who live in the Settlement will be under these rules and regulations excepting temples and property for government use which are not under Municipal control which will obey an special proclamation.

Boundaries of the International Settlement Extension:—East from Yangtzepoo Bridge to Chou Chia tsui (Point). West from the Nee Cheng (Loong Foo) Bridge to Chingan Monastery Market town (Bubbling Well Temple) from Changan Monastery market town in a straight line to Sinza up to the South bank of the Soochow Creek. South from Pahsienjaoh in the French settlement to Bubbling Well Temple. North, from the 5th Boundary stone to the extreme Northern Boundaries in a straight line to the Point.

[This has yet to be approved by the three Consuls-General. - ED. *C.R.*]

Translation of enclosure No 1 in despatch No 1 from Shanghai

Translation of Enclosure #1
in despatch #0 Shanghai.

CONSULATE-GENERAL OF THE UNITED STATES.

SHANGHAI, CHINA, May 15th 1899

Baron Li, Tao-tai of Shanghai
to
Mr. Goodnow. Consul General for the United States of America.
"re" Extension of the settlement.

In reference to the question of settlement extension, which in obedience to order, I, with deputies Ferguson & "Zu" took in hand, reporting to the Viceroy of "Nanking" the boundaries fixed on, I have the pleasure to inform Your Honor, that the viceroy has confirmed our action in the matter, and I am about to issue a proclamation on the subject, have also sent such a dispatch to the District Magistrate of Shanghai, with orders, that in consultation with deputies Ferguson & "Zu" and with the Chairman of the Municipal Council, he should get up a map and put up boundary stones on the lines marked ff. for the International extension.

I am sending dispatches on the subject to the several Consuls and enclose herewith a copy of the proclamation I intend to issue.

I am, etc. etc.

CONSULATE-GENERAL OF THE UNITED STATES.

SHANGHAI, CHINA, 189

Draft of the Proclamation about the International Extension of the Settlement.

A Proclamation for the information of the Public.

On the 5th day of the 8th moon, in the 26th year of Tao-Kwang, i.e. the 24th Sept. 1846, the 1st section North of the "YangKingpang" was set apart for a (foreign) Settlement. When the late Taotai "King" and Consul Parkes made rules & regulations for the benefit of merchants and laboring classes, as well as for the general prosperity of the place.

Again, on the 2d of the 11th moon in the 28th year of "Taokwang" i.e. the 27th Nov. 1848. the former Tao-tai Ling and Consul Allen, had a consultation concerning the extension of the settlement, when they fixed the boundaries, mapped out a place, and put up boundary stones.

Later on, on the 13th day of the 5th moon in the 19th year of "Kwangsü", i.e. 26th June, 1893. the Hongkew Settlement was set apart by the

CONSULATE-GENERAL OF THE UNITED STATES.

SHANGHAI, CHINA, 189

former Tao-tai "Hieh", who appointed the Hon. Mr Wang, district Magistrate of Shanghai, as his deputy, who in conjunction with the Consuls & Mr Emens, U.S. Vice Consul-General, fixed the boundaries, which they surveyed, and erected boundary stones.

Still later, on the 10th day of the 2d moon, in the 24th year of "Kwanghsu", Tsai "Taotai, when still in office, received an application from Dr Stübel, Consul-General for Germany, and Senior Consul, for an extension of the settlement.

"Tsai" Tao-tai also received word from H.E. "Lin" Viceroy of "Nanking" to the effect, that he had received communications from Mr Brenan, British Consul-General, and from Mr E. T. Williams, U.S. Vice Consul-General, pointing out, that the present settlement was not large enough for the increasing business of Shanghai and asking for settlement extension, not with any thought of doing away with the authority of Chinese officials, as no rule or regulation affecting Chinese, would be put into force, without the previous approval of the local officials. As to the limits of the settlement

CONSULATE-GENERAL OF THE UNITED STATES.

SHANGHAI, CHINA, 189

extension, a satisfactory arrangement could be made with the local officials.

Thereupon, in obedience to order, "Tsai" Taotai had a consultation regarding the boundaries of the International extension of the Settlement, and sent a dispatch about the matter to Señor Valdez, the Senior Consul, but before a satisfactory arrangement was made, "Tsai" Tao-tai was removed, and I took up the duties of the office.

The Viceroy of Nanking having appointed deputies Ferguson and "Yü", to come to Shanghai, to be associated with me in the settlement of the question, and I realizing, that business is daily increasing and that the place is not large enough for the purpose, it was plainly my duty to have a consultation respecting the extension intended for an International settlement, and so I went at once with deputies Ferguson & "Yü" to confer with the Consuls, when the matter was satisfactorily settled.

In the rules and regulations for the former settlements, which were from time to time agreed on, and in the new regulations for the Hongkew Settlement, the rights of the people with

CONSULATE-GENERAL OF THE UNITED STATES.

SHANGHAI, CHINA, 189

with regard to real estate. graves & waterways are all plainly stated and will be protected. These regulations were some time ago printed and placed at the gate of the Municipal Council as well as in other public places for the information and compliance of everyone.

The Shanghai District Magistrate is now ordered to carry into effect our decision regarding the International extension, make a map. and put boundary stones in conjunction with deputies Ferguson & "Yü" and with the Chairman of the Municipal Council.

Having sent dispatches to the Consuls on the subject I feel in duty bound to issue this proclamation. that all classes of people may be informed about the matter. and hereafter. all who live in the Settlement will be under these rules and regulations. excepting temples and property for government use which are not under Municipal control.

Obey! a special proclamation.

CONSULATE-GENERAL OF THE UNITED STATES.

SHANGHAI, CHINA, 189

Boundaries of the International Extension

East. From the Yang-ts-poo bridge to "Chow-dia-tsui" (the Point)

West. From the Nee-dzeng (Loong-fei) bridge to Chinganan Monastery Market town (Bubbling well ~~temple~~) from Changan Monastery market town in a straight line to Singza up to the South bank of the Soochow creek.

South. from "Pahsienjao" in the French Settlement to Bubbling Well Temple

North. from the 5th boundary stone to the extreme Northern Boundaries in a straight line to the Point.

64. 7 in # 304

Shanghai

That Land Regulation 1 be amended to read as follows :—

The boundaries of land to which these Regulations apply are :—

1.—Upon the North :—The Soochow Creek from the Hsiao Sha Ferry to a point about seventy yards west of the entrance thereinto of the Defence Creek, thence in a northerly direction to the Shanghai-Paoshan boundary, thence following this boundary to the point where it meets the mouth of the Kukapang.

2.—Upon the East :—The Whangpoo River from the mouth of the Kukapang to the mouth of the Yangkingpang.

3.—Upon the South :—The Yangkingpang from its mouth to the entrance thereinto of the Defence Creek, thence in a westerly direction following the line of the northern branch of the great Western Road, and thereafter along that Road to the Temple of Agriculture in the rear of the Bubbling Well village.

4.—Upon the West :—From the Temple of Agriculture in a northerly direction to the Hsiao Sha Ferry on the Soochow Creek.

And they are more particularly defined by boundary stones fixed in position and by plans prepared and signed under the direction of the special deputies of H.E. Liu, Viceroy at Nanking, and of the Shanghai district magistrate, together with the Chairman of the Municipal Council for the year 1899.

duplicate Ex 2
in #204 - Shanghai,

That Land Regulation 1 be amended to read as follows :—

The boundaries of land to which these Regulations apply are :—

1.—Upon the North :—The Soochow Creek from the Hsiao Sha Ferry to a point about seventy yards west of the entrance thereinto of the Defence Creek, thence in a northerly direction to the Shanghai-Paoshan boundary, thence following this boundary to the point where it meets the mouth of the Kukapang.

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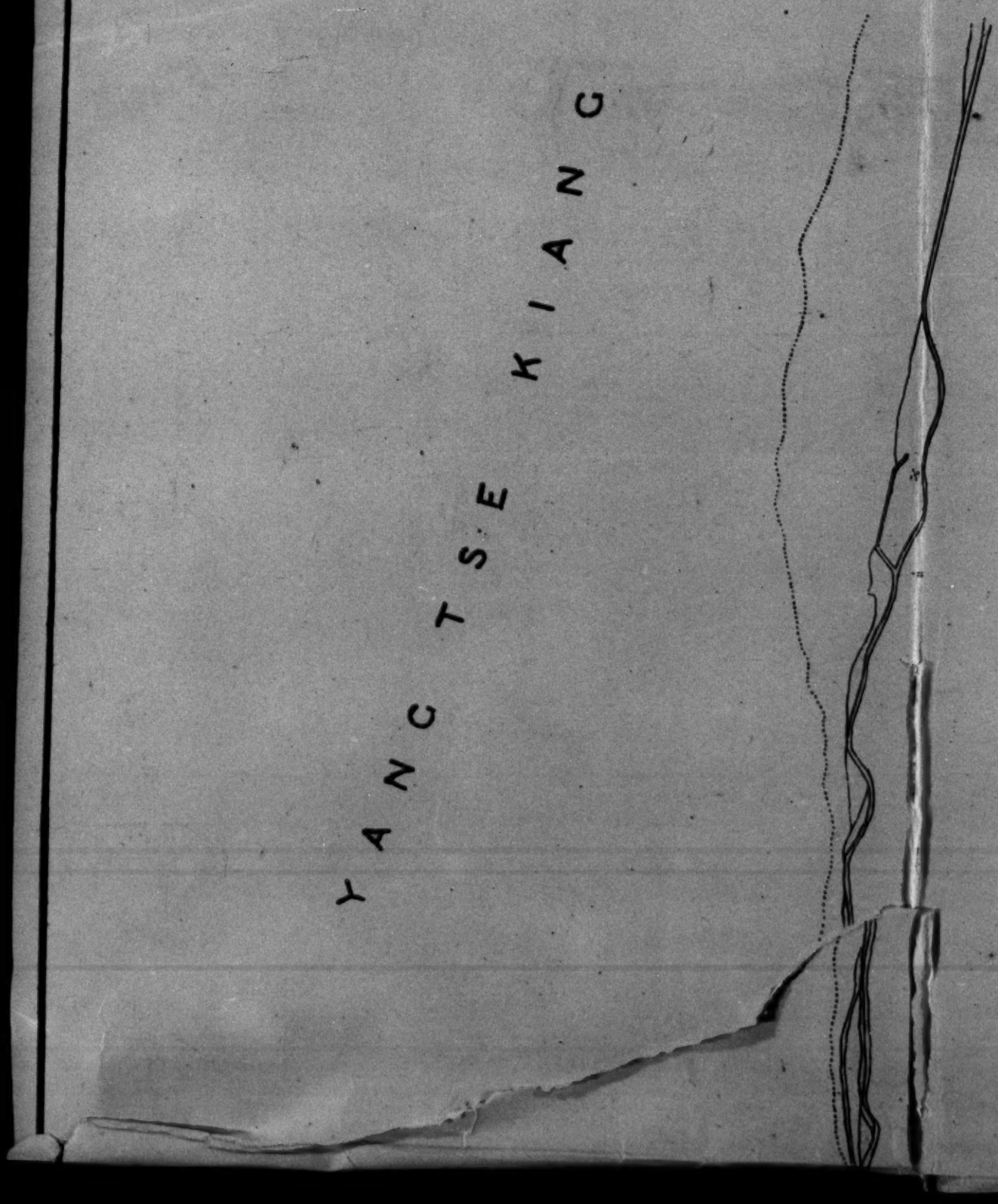
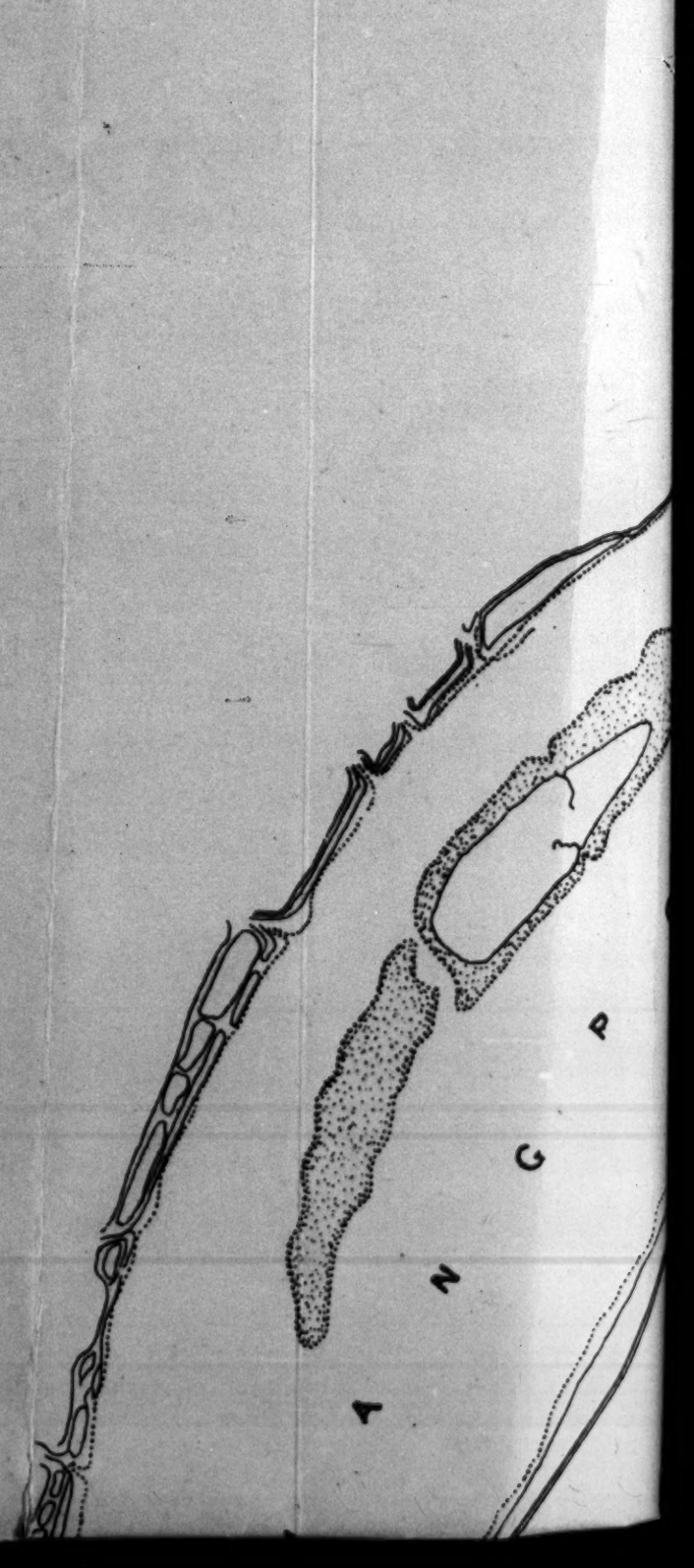
4.—Upon the West :—From the Temple of Agriculture in a northerly direction to the Hsiao Sha Ferry on the Soochow Creek.

And they are more particularly defined by boundary stones fixed in position and by plans prepared and signed under the direction of the special deputies of H.E. Liu, Viceroy at Nanking, and of the Shanghai district magistrate, together with the Chairman of the Municipal Council for the year 1899.

PL

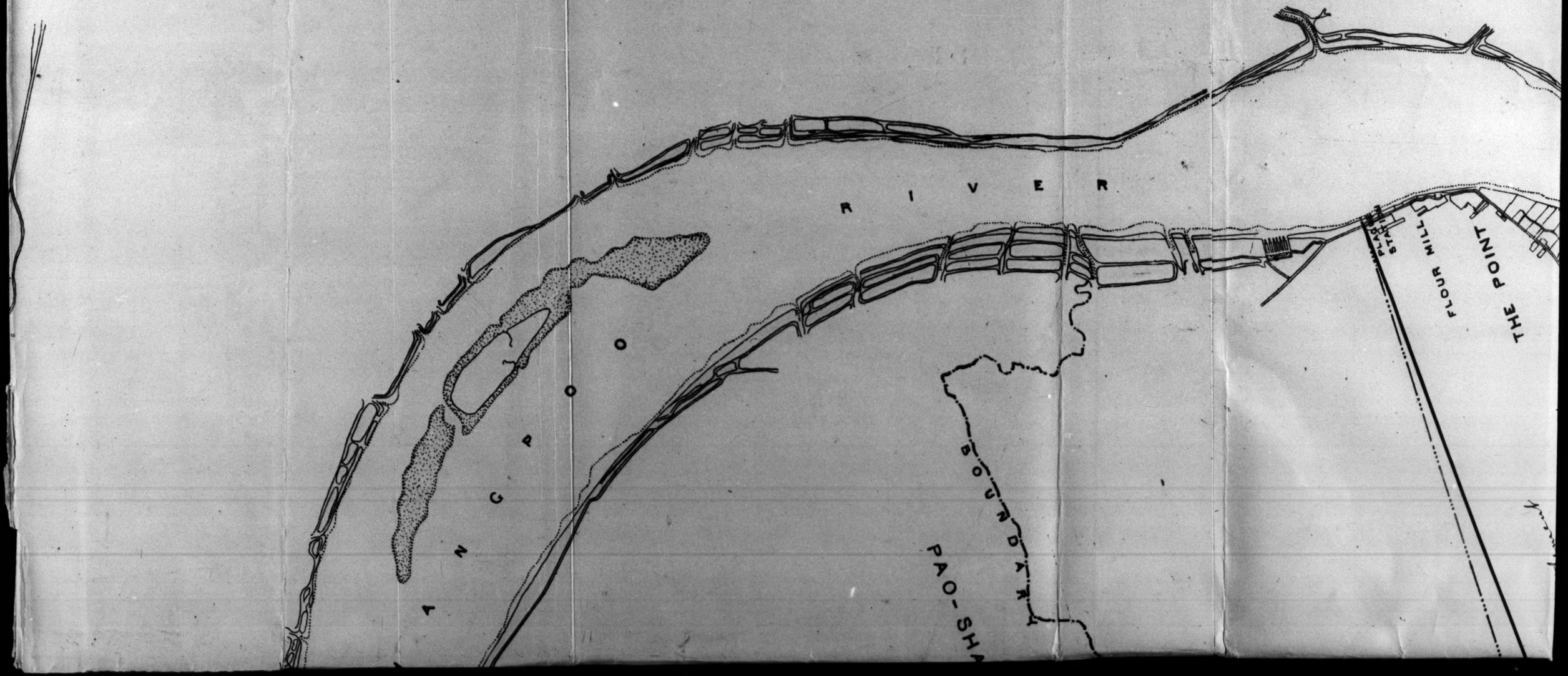
SETTL



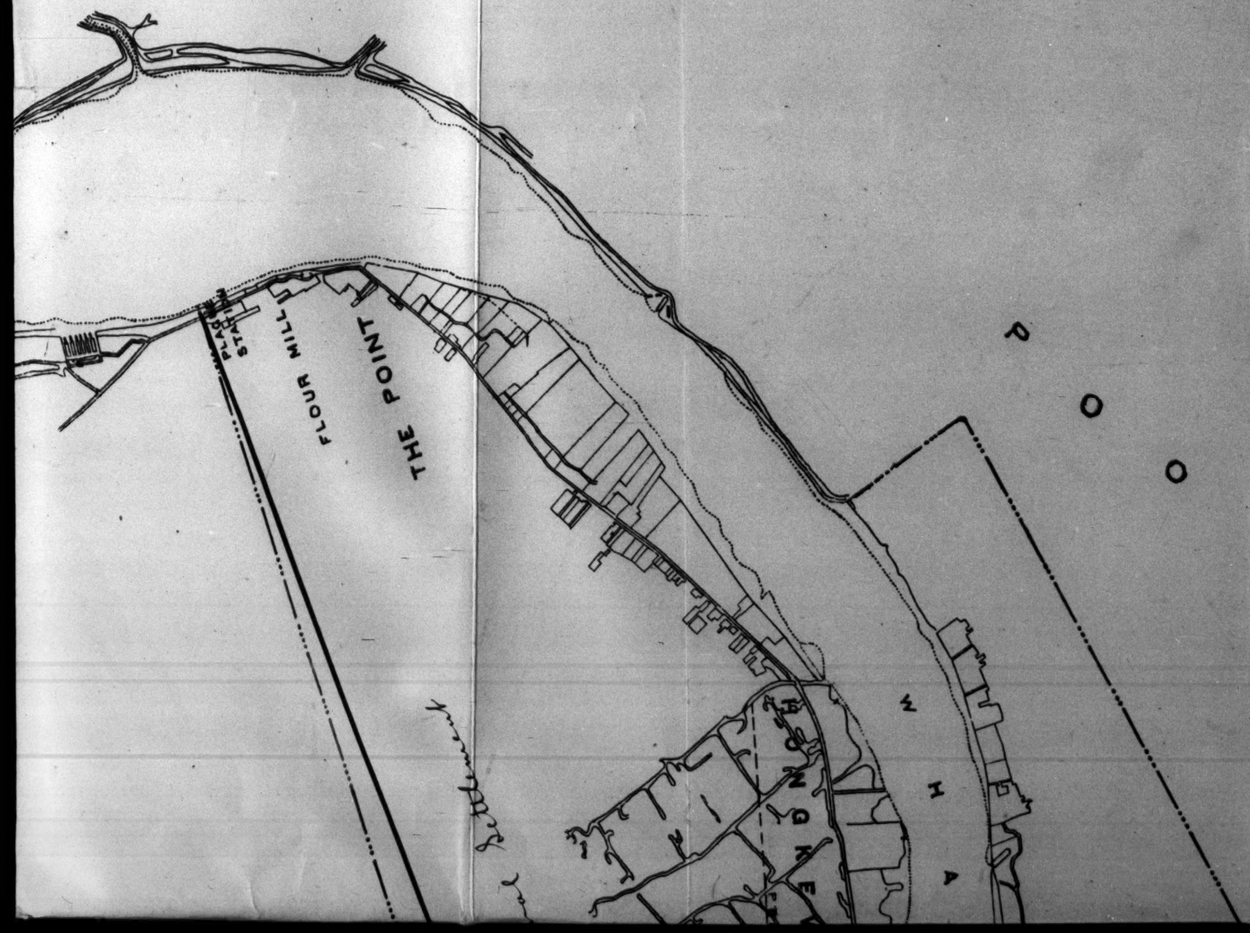


Shanghai Municipal Council

PLAN SHOWING PROPOSED EXTENSION OF SETTLEMENTS AT SHANGHAI NORTH OF THE



XTENSION OF THE FOREIGN
RTH OF THE YANG-KING-PANG.



WOOSUNG

WOOSUNG RAILWAY ROAD

N DISTRICT

LAND OWNED BY FOREIGNERS OUTSIDE THE FOREIGN SETTLEMENTS FOR WHICH CONSULAR TITLE DEEDS HAVE BEEN GRANTED COLOURED RED

THE LAND ON BOTH SIDES OF THE JESSFIELD ROAD AND SEVERAL PROPERTIES

N DISTRICT

RAILWAY ROAD

SHANGHAI

PAO-SHAN

BOUNDARY LINE

NEW RIFLE RANGE

WOOSUNG RAILWAY ROAD

C.I. RAILWAY
SHANGHAI STATION

In Paoshan -
Roads
Police
Lighting
Sanitation
Foreign title deeds -

HAN DISTRICT

N D A R Y

NGPOO

ENGLISH

SETTLEMENT

PROPOSED ROAD

SHANGHAI CITY

FRENCH SETTLEMENT

ENGLISH SETTLEMENT

NEW CEMETERY

RACE COURSE

C.I. RAILWAY SHANGHAI STATION

NEW RIFLE RANGE

ROAD

LINE

DISTRICT

ROAD CALLED GREAT WESTERN ROAD

PROPOSED ROAD

PROPOSED BRIDGE

PROPOSED RAILWAY

FRENCH

SIKKA WEI

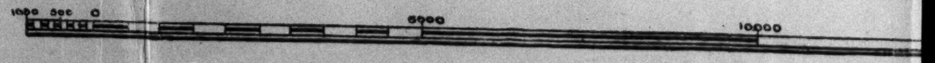
RIVER

WHANGPOO

BETWEEN THE JESSFIELD ROAD AND SOOCHOW CREEK HAVE BEEN ACQUIRED BY FOREIGNERS, BUT CONSULAR TITLE DEEDS HAVE NOT YET BEEN ISSUED

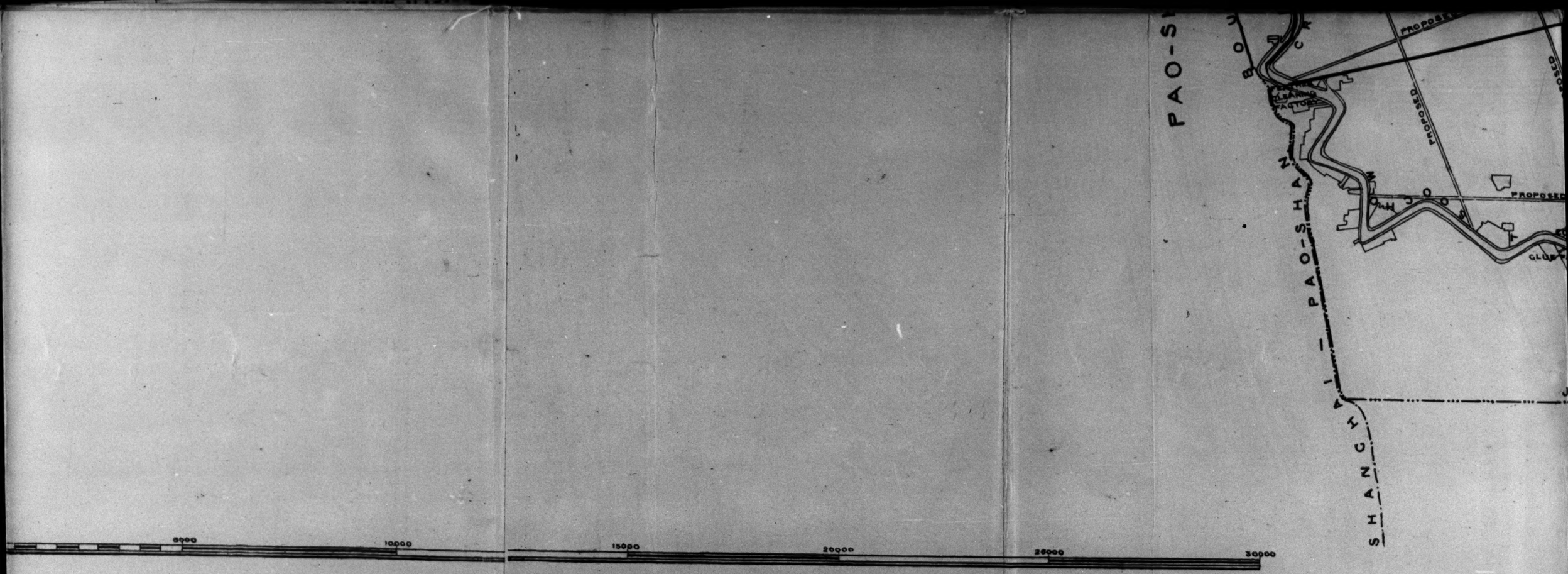
THE PROPOSED EXTENSIONS OF THE FOREIGN SETTLEMENTS ARE COLOURED GREEN ON PLAN.

Exhibit 3 in despatch No. - Shanghai



SCALE

5



SCALE 24.150 FEET TO A FOOT

Charles Maynard.
Municipal Engineer.
July 1898.

續議租界章程

界自 道光二十六年八月初五日
西歷一千八百四十六年九月二十四日
面底至 道光二十八年十一月初二日
西歷一千八百四十八年十一月二十七日 經
石嗣於第一段租界之外又立虹口租界一段 光緒十九年五月十三日
西歷一千八百九十三年六月二十日 由
界均經勘定立界遵守嗣於光緒二十四年二月初十日

會審公廨

出示曉諭事照得上海洋涇濱北首第一段租界

前英領事巴 兵備道宮

會議定章後通商惠工地方日臻富

前英領事阿 兵備道麟

會議推廣又經詳定界址繪圖立

前兵備道聶 派委前上海縣黃令與

代辦各國領事事美國副總領事易 會商訂

前兵備道蔡 任內准

值年領袖德總領事施 照請推廣租界并奉

勅建頒賞外藩國王
國家向來待外藩一切
國王之地不用之
計開推廣
一
勅建頒賞外藩國王之中國
各國領事外人在通
國王右丞張
欽差勘得伴送
河道各官利濟
[illegible]

南洋大臣劉 札准
駐滬英總領事壁 暨
以上海商務日繁租界殊
代理美總領事衛 將
民事程必先由地方官允而後行至推廣界
前兵備道蔡 商擬推廣公共租界地段四至
值年領袖西洋總領事華 在案適
前兵備道蔡 未及辦竣奉文卸事茲本
南洋大臣劉 檄委洋員福隨員余来滬隨
為公共租界即經督同福余兩員會商
各國領事妥為議定新章前立租界章程經

外殊不敷用昭請推廣租界並不欲爭持華官之一意又干涉華
廣界限應由地方官商洽辦理等因奉經
日領會
本領將位領
照會稱有上海商務日盛地段不敷應由本領會商推廣以

大清国光緒年間

山東省等處地方提督軍務兼理糧餉巡撫部院

海洋十三年分收支款項用過印信細數清冊

界址

浦東北境界限為止

即上海縣南路交界之溝直線上為止

仍以下至用字號直線上為止

No. 205

No. ~~115~~

Consular Bureau. SEP 16 1899

Consulate-General of the United States,

INDEX BUREAU REC'D AUG 5 '99 DEPT OF STATE

U.S. Consulate General JUN 24 1899 SHANGHAI, CHINA.

, 189 .

SEC'Y ASST. SECRETARY AUG 6 1899

Mr. Goodnow

To the Department of State.

Subject:

S/o Dosing -

Abstract of Contents.

No. 205.

Consulate-General of the United States,

Shanghai, June 23rd 1899. , 189 .

Honorable D. J. Hill,

Assistant Secretary of State,

Washington, D. C.

Sir:

Referring to your despatch #145 enclosing several papers from Consul General W ildman with reference to my despatch #145, I beg to call your attention to the fact that I wrote you on Dec. 20 of the state of facts then existing re the s/s Dosing. Consul General W ildman forwards you a bill of sale of the Dosing dated Dec. 26 1898, six days after I wrote you. This bill of sale bears out the statements I made you. I wrote you that the Dosing was in the name of an American figurehead for Chinese and that an Englishman, Woods, held a power of Attorney for the nominal owner. You will notice that the Dec 26 bill of sale is from T S Woods, Atty for T C Evans. The ship had had American registry as the property of Evans. Mr. Wildman says that there had been a mortgage held by one T S Woods an Englishman who acted for the Chinese who really owned the mortgage.

In the trial of Toulmin, Woods testified that the firm of T. S. Woods & Co. was himself, (English) Capt. Jenkins, (English) and 3 Chinese, which latter held 65 % of the capital. He testif ied that he personally had "a power of attorney from T C Evans the owner (registered) of the Dosing. I had a mortgage of $11000. on the Dosing".

The word "registered" was put in the foregoing at Mr.Woods' especial request. Mr. Woods afterward acknowledged to me at the hotel that the boat belonged to T. S. Woods &. Co.

I reported these facts to Consul General Wildman, who told me that he knew of the papers simultaneously registered in the Hongkong Consulate as reported to you in my #145. He further said that he would send for Woods and make him put the vessel under some other flag. There was no intimation but that Woods, acting for the Chinese, was the real owner of the Dosing.

I have no personal feeling or interest in the matter. I do know how advantageous it is to the Chinese to obtain the protection of a foreign Government for their property. It did not seem to me that you would care to take the burdens and responsibility of protect ing Chinese property, with no American interests involved.

Please note as to this particular vessel, the of the Commissioner of Customs at Kowloon " The vessel in question has from time to time committed breaches of the Customs regulations."

I submit that the despatch of Consul General Wildman and the papers attached thereto fully bear out all the statements of my #145.

I have the honor to be,

Sir,

Your obedient servant,

John Woodman

Consul General.

No. 2

The word "registered" was put in the foregoing at Mr.Woods' especial request. Mr. Woods afterward acknowledged to me at the Navy that the boat belonged to T. R. Woods & Co.

I reported these facts to Consul General Wildman, who told me that he knew of the papers simultaneously registered in the Hongkong Consulate as reported to you in my #115. He further said that he would send for Woods and make him put the vessel under some other flag. There was no intimation but that Woods, acting for the Chinese, was the real owner of the Boeing.

I have no personal feeling or interest in the matter. I do know how advantageous it is to the Chinese to obtain the protection of a foreign Government for their property. It did not seem to me that you would care to take the burdens and responsibility of protecting Chinese property, with no American interests involved.

Please note as to this particular vessel, the words of the Commissioner of Customs at Kowloon " The vessel in question has from time to time committed breaches of the Customs regulations."

I think that the despatch of Consul General Wildman and the papers attached thereto fully bear out all the statements of my #115.

I have the honor to be,

Sir,

Your obedient servant,

Consul General.

Cable Bureau

Report

No. 206

Consulate-General of the United States,

INDEX BUREAU RECD. AUG 5 '99 DEPT. OF STATE

U. S. Consulate General, -JUN 26 1899- SHANGHAI, CHINA.

, 189 .

3rd. ASST. SECRETARY AUG 6 1899

Mr. Goodnow

To the Department of State.

Answered by telegram. August 10, 1899.

Subject:

Code -

Abstract of Contents.

Recommending new Key-number

No. 206

Consulate-General of the United States,

Shanghai June 16, 1899.

Honorable A J Rice

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to urgently recommend that you wire me a new Key-number for use with Slater's code by the Consuls in China + If you will simply wire the figures, I will at once communicate them to the Consuls.

I fear that the present number is known outside the service.

I have the honor to be
Sir,
Your obedient Servant,

John Goodnow
Consul General, U.S.A.
Shanghai.

No. 11

INDEX BUREAU
REC'D.
AUG 5 '99
DEPT. OF STATE

Consulate-General of the United States,

Shanghai June 30, 1899.

Mr. Gordon

To the Department of State.

SEC. ASST. SECRETARY
AUG 6 1899

Subject:

Drew vs Sylvester.

Abstract of Contents.

Enclosing case as decided by Gordon, Referee, and approved by Smith, Ass. Chargé at Canton —

No. 4

Consulate-General of the United States,

Shanghai, June 30 1899. , 189 .

Honorable D. J. Hill,

Assistant Secretary of State,

Washington, D. C.

Sir:

I beg to hand you herwith case of Drew vs Sylvester as heard before me as Referee and approved by H.T.Smith,Esq. U.S.Vice Consul in charge at Canton Acting Judicially. No appeal has been claimed.

I desire to call your attention to the importance of this case in its bearings on any possible future shipments of arms from China to the insurgents in the Phillipine Islands.

I have the honor to be
Sir,
Your obedient servant,

Consul General, U.S.A.
Shanghai.

In the United States Consular Court.

SHANGHAI, CHINA, 29th April, 1899.

Before JOHN GOODNOW Esq, Consul-General, Acting as Referee.

DREW v. SYLVESTER.

The petition and answer in this case were as follows:—

The petition of the above named petitioner shows:—

1.—That he is a citizen of the United States, and Commissioner of the Imperial Maritime Customs at Canton, China.

2.—That the Defendant is an American Citizen.

3.—The defendant by his Bond bearing date the 25th day of August 1898, became bound to the Petitioner in the sum of Fifteen thousand, Kuping Taels of good and lawful sycee silver, to be paid by the defendant to the Petitioner, subject to a condition thereunder written, whereby, after reciting that the defendant had that day applied for a Customs Permit to ship 500 Mauser Rifles, and 500,000 Mauser Cartridges, by the American steamer *Abbey* then lying at the port of Canton in China, and had undertaken that the rifles and cartridges aforesaid, should without delay, after shipment, be conveyed on board the steamer *Abbey*, direct to the port of Singapore, and to no other place, and that the Defendant would produce before the Petitioner at Canton within six weeks from the date of the now reciting Bond from the Consul of the United States at Singapore, official proof that the arms and cartridges aforesaid had been duly conveyed in the steamer aforesaid to Singapore. And after reciting that the Petitioner had granted, and issued to the Defendant, the Permit, to ship as aforesaid the condition of the said Bond was declared to be, that if the Defendant should by himself or by his Agent produce and deliver to the Petitioner within the period of six weeks from the date of the now reciting Bond, a Certificate signed, and sealed by the Consul of the United States at the por tof Singapore, to the effect that the 500 rifles, and 500,000 cartridges aforesaid had duly arrived on board the steamer *Abbey* at the port of Singapore, then the said Bond should be void, and otherwise should be, and remain in full force, and virtue.

4.—The said rifles and cartridges were shipped on board the steamer *Abbey*, but the defendant (either by himself or his agent) has never produced before, or delivered to the Petitioner any certificate signed or sealed by, or any proof from the United States Consul at Singapore, or any proof whatever, that the said rifles and cartridges, had arrived at the port of Singapore and in fact the said rifles and cartridges were never conveyed to Singapore, but were conveyed to the Island of Luzon, or to one of the Philippine Islands.

5.—The petitioner has demanded payment of the said sum of Fifteen Thousand Taels which has become due under the Bond to the Petitioner from the defendant, but payment of the same has been withheld by the defendant.

Your petitioner therefore prays:—

That judgment may be given against the defendant accordingly, with interest and costs, and that he may have such other and further relief as to your Honorable Court may seem meet.

And your petitioner will ever pray.

Subscribed and sworn to at Canton on this 17th day of March, 1899, before me.

(Sigd.) E. B. DREW,
Commissioner of Customs, Canton.

(Seal) (Sigd.) A. H. WHITE,
Deputy Consul-General in charge, at Canton, Acting Judicially.

The answer of the defendant in the matter is:—

1.—He admits paragraphs 1 and 2 of the Petition.

2.—He admits that he executed the document referred to in paragraph 3, and craves leave to refer to the document itself for the precise terms and conditions thereof, but he denies that the said document has or ever had any binding effect on him, or that he is or ever was under any legal obligation whatsoever by reason thereof. The said document was *void ab initio*.

3.—He denies each and all of the allegations alleged in paragraphs 4 and 5.

The defendant therefore prays that the petition be dismissed the Petitioner decreed to pay the costs, and that he may have such other or further relief as to the Court may seem meet.

And defendant will ever pray.

W. F. SYLVESTER,
by S. J. LEVEY, Attorney in fact.

Subscribed and sworn to at Shanghai this 7th day of April, 1899.

by S. J. LEVEY,

JOHN GOODNOW,
Consul-General U.S.A. Shanghai.

Mr. H. P. Wilkinson appeared for the petitioner and Mr. Platt for the defendant. Mr. Alfred Cunningham was appointed official stenographer with the consent of both parties.

Mr. Carey, legal adviser to the Hankow-Canton Railway syndicate, and Captain Geo. A. Bicknell, commanding U.S. gunboat *Monocacy*, watched the case.

His Honor: In this case I may mention what the course of procedure has been. It is a case that came first before the U.S. Consul at Canton, the petition is dated there 17th March, 1899, is there, the answer is there, but I hold in my hand an agreement from Mr. Drew executed before Mr. White submitting the matter to myself as referee, and an identical agreement signed by Mr. Sylvester, signed before me. The commission I bear rests on these. His Honor then read his commission.

Mr. Wilkinson then proceeded to read the petition.

His Honor: The first two paragraphs are to be omitted.

Mr. Wilkinson: Then I will read from par. 3, (Read).

Mr. Wilkinson also read the answer.

His Honor: Before you go on there is the Bond. Do you admit the Bond and the signature, Mr. Platt?

Mr. Platt: Yes.

The Bond was then put in and marked Petitioner's Exhibit A. It was as follows:—

BOND.

Know all men by these presents that I, W. F. Sylvester of the Firm of Louis Spitzel & Co. for and on behalf of myself, and of the said Firm, am held and firmly bound, unto Edward B. Drew Esquire, Commissioner of Customs, at Canton China, in the sum of Fifteen Thousand Kuping Taels of good and lawful sycee silver, to be paid to the said Edward B. Drew, his heirs and successors for which payment to be well, and truly made. I bind myself, and the said Louis Spitzel and Company, my and their Heirs, Executors, and Administrator and every of them, firmly by these presents, sealed with my seal. Dated this twenty fifth day of August, A.D. one thousand eight hundred and ninety eight.

Whereas the above bounden W. F. Sylvester, has this day applied for a Customs Permit to ship five hundred Mauser rifles, and five hundred thousand Mauser cartridges, by the American steamer *Abbey* now lying at the Port of Canton in China, and has undertaken that the rifles and cartridges aforesaid shall without delay after shipment be conveyed on board the said steamer *Abbey* direct to the Port of Singapore, and to no other place, and that he the said W.F. Sylvester, will produce before the Commissioner of Customs at Canton within six weeks from the date of this Bond, from the Consul of the United States at Singapore, official proof that the arms, and cartridges aforesaid, have been duly conveyed in the steamer aforesaid to Singapore, and whereas the said Edward B. Drew, Commissioner of Customs at Canton, has granted the Permit to ship as aforesaid.

Now the condition of this obligation is such that if the above bounden W. F. Sylvester shall by himself or by his Agent produce and deliver to the Commissioner of Customs at Canton, China, within the period of six weeks from the date of this Bond, a certificate, signed and sealed by the Consul of the United States at the Port of Singapore to the effect that the five hundred rifles, and five hundred thousand cartridges aforesaid, have duly arrived on board the steamer *Abbey* at the Port of Singapore then this obligation to be void; otherwise to be, and remain in full force and virtue.

(Sigd.) W. F. SYLVESTER,

Signed and sealed in the presence of this 25th day of August 1898.

(Seal) (Sigd.) EDWARD BEDLOE,
U.S. Consul, Canton, China.

Mr. Wilkinson: May it please your honor, the case in these pleadings is practically this. That the plaintiff as Commissioner of Customs had in his favour as such Commissioner and for the benefit of his successors in office, a bond executed by the defendant. The defendant admits the execution of the bond, refers to the original but says he is not now and could never have been bound by it. Further, he denies the allegation in the petition which alleges that the terms of the bond were not carried out by a certificate of the U.S. Consulate at Singapore of the arrival of arms in that vessel and further denies a demand made for payment. I understand on behalf of Mr. Sylvester that the answer apart from formality amounts to this, that the bond itself for some reason is void The only reason that I can think of that such a bond would be void would be that the defendant had the right to do without any condition whatever. That would be one defence, and the only other defence I can think of is this, that although perhaps he may not have an inherent right to do a certain thing, namely to ship these arms, nevertheless the terms of this bond were so severe or practically were obtained under such duress as to render their performance void and illegal. I think perhaps it would be best for me to show the position in which the parties were at the moment when this bond was executed and to deal with the relations of the United States and China which governed the export and shipment of arms from Canton, or any of the other treaty ports of China. My case for the plaintiff is this, first, that the defendant having no inherent or treaty right to export these arms at all, save by the consent, leave, license and grace of the Chinese Government, and that the plaintiff gave that license on that condition as he had a right to do and that condition was this bond. Further, as to the second possible defence, that in giving this leave he gave it with oppressive terms, I am instructed that the bond was given freely and willingly by the defendant as a means whereby he would be enabled to ship these arms. This was borne out by the fact that it was done through the U.S. Consulate at Canton, and that there was no duress at the moment would be further borne out by the fact

that the Consul signed it, and further by the evidence of Mr. Drew who would show that the wording of the bond had been altered at the instance of the defendant and the Consul at Canton. Therefore there could be no actual or possible duress. The trade between the United States and China, depends upon Treaty, and the various conventions, arrangements and additional articles which have since been added to it. That treaty is the Treaty of Tientsin between China and the United States and that Treaty was made on the basis of an older Treaty which it is necessary I think for me to refer to. The earliest Treaty was the Treaty of Wanghia, signed in 1844. I have in my hands a book entitled "Treaties between the United States of America and China, Japan, Lewchew and Siam, Acts of Congress and the Attorney-General's opinion, with the decrees and regulations issued for the guidance of U.S. Consular Court in China published by authority, Hongkong 1862." On the first page there is the following official copy of a notification by S. Wells Williams, Secretary of Legation:—

March 1st 1862. "By Direction of H.E. Hon Anson Burlinghame, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to China, the treaties of Wanghia and Tientsin with the Acts of Congress of the 1848 and 1860 extending the laws of the United States over their citizens in China and elsewhere in Asia, the various decrees regulations and notifications based thereon issued by the Commissioners to China, together with the opinion of Mr. Attorney-General Cushing, are, in order to render the same accessible to American citizens and to such others as may between parties to suits in the Consular Courts of the United States in China, hereby published for their information and guidance the same having been carefully collated with the copies in the archives of the Legation. In addition to the above, and having reference to section first of the Act of June 22, 1860, the treaties between the United States and Japan, Lewchew, and Siam have been included in the collection."

By order,
S. Wells Williams.
Secretary of Legation.

That which I have read is the official copy issued by the direction of United States and their representatives in China, for the purpose of convenience. I now beg to hand the Court for reference another copy of the Treaties which I will also refer to.

Copy of Treaty handed to his Honor and marked Exhibit B.

Mr. Platt: I admit the Treaties.

Mr. Wilkinson: Now Article 5. I shall just preface this by remarking that of course it was well known that in former years trade between the United States and all foreign countries and China was at first prohibited by the laws of China and the present state of trade was the result of the efforts of Western Powers to open up trade with China. By the Treaty of Wanghia any trade expressly excepted thereby was illegal and could not be carried on by citizens of any Western power except by special and individual license. Article 5 of that Treaty says:—

At each of the said five ports, citizens of the United States, lawfully engaged in commerce shall be permitted to import from their own or any other ports into China, and sell there and purchase therein and export to their own or any other ports all manner of merchandise of which the importation or exportation is not prohibited by this Treaty, paying the duties which are prescribed by the tariff herein before established and no other charges whatsoever.

Now we have got to see whether the the Treaty itself says anything about the sort of trade prohibited. Now going back to Article 3, of the same Treaty, we see a statement with regard to ports allowed to be frequented, and it says:—

The citizens of the United States are permitted to frequent the five ports of Kwangchau, Amoy, Foochow Ningpo and Shanghai and to reside with their families and to proceed at pleasure with their vessels and merchandise to or from any foreign port and from any of the five said ports to any other of them. But said vessels shall not unlawfully enter the other ports of China, nor carry on a clandestine and fraudulent trade along the coasts thereof. And any vessel belonging to a citizen of the United States which violates this provision shall with her cargo be subject to confiscation to the Chinese Government.

I read that as showing the general definition given as to clandestine and fraudulent Trade, and the original rights as therein stated of the Chinese Government, are the rights of confiscation. Article 33 of the same Treaty says:—

Citizens of the United States, who shall attempt to trade clandestinely with such of the ports of China as are not open to foreign commerce or who shall trade in opium or any other contraband article of merchandise, shall be subject to be dealt with by the Chinese Government without being entitled to any countenance or protection from that of the United States; and the United States will take measures to prevent their flag from being abused by the subjects of other nations as a cover for the violation of the laws of the empire.

That again I quote to show that there was such a thing at that time as clandestine trade, so that at the date this export of arms from Canton would have rendered the vessel liable to arrest without any reference to the United States. It is interesting in referring to the Treaty to note that the position of the Customs as the representatives of the Chinese Government in matters

of tariff and arrangement with the local consuls was mentioned and referred to. In Article 6 of the Treaty we have a reference for the first time to the Commissioner of Customs :—

Whenever any merchant vessel belonging to the United States shall enter either of the said five ports for trade, her papers shall be lodged with the Consul, or person charged with affairs, who will report the same to the Commissioner of Customs; and tonnage duty shall be paid on said vessel at the rate of five mace per ton, if she shall be over one hundred and fifty tons burden; and one mace per ton, if she be of the burden of one hundred and fifty tons or under, according to the amount of her tonnage as specified in the register; said payment to be in full of the former charges of measurement and other fees, which are wholly abolished. And if any vessel, which having anchored at one of the said ports, and there paid tonnage duty, shall have occasion to go to any others of the said ports to complete the disposal of her cargo, the Consul or person charged with affairs, will report the same to the Commissioner of Customs, who, on the departure of the said vessel, shall note in the port-clearance that the tonnage duties have been paid, and report the same to the other custom-houses: in which case, on entering another port, the said vessel will only pay duty there on her cargo, but shall not be subject to the payment of tonnage duty a second time.

You will notice that in that Article the question of a Commissioner granting export clearance was mentioned, without which, it states, that a vessel could not leave the port. That was the state of trade after the Treaty of Wanghia. The Treaty of Tientsin was dated 18th June, 1858, and Article 3 of that treaty provided that :—

In order that the people of the two countries may know and obey the provision of this treaty, the United States of America agree, immediately on the exchange of ratifications, to proclaim the same, publish it by proclamation in the gazettes where the laws of the United States of America are published by authority, and His Majesty the Emperor of China, on the exchange of ratifications, agrees immediately to direct the publication of the same at the capital and by the governors of all the provinces.

In the Treaty it was agreed that it should be published, and here we find a copy of the proclamation, published by John Ward, the envoy extraordinary and minister plenipotentiary of the United States to China. (Read.)

Then Article 14 of this Treaty amplifies Article 5 of the Whanghai Treaty. It says :—

The citizens of the United States are permitted to frequent the ports of Canton and Chanchow or Swatow, in the province of Kwangtung; Amoy, Foochow, and Taiwan in Formosa, in the province of Fuhkien; Ningpo in the province Chehkiang; and Shanghai in the province of Kiangsu; and any other port or place hereafter by treaty with other powers or with the United States, opened to commerce; and to reside with their families and trade there, and to proceed on pleasure with their vessels and merchandise from any of these ports to any other of them. But said vessels shall not carry on a clandestine and fraudulent trade at other ports of China not declared to be legal, or along the coasts thereof, and any vessels under the America flag violating this provision shall, with her cargo, be subject to confiscation to the Chinese Government; and any citizen of the United States who shall trade in any contraband article of merchandise shall be subject to be dealt with by the Chinese Government, without being entitled to any countenance or protection from that of the United States; and the United States will take measures to prevent their flag from being abused by the subjects of other nations as a cover for the violation of the laws of the empire.

I am reading that second provision to show that not only was there no inherent right to deal in contraband goods, but what was more the Chinese Government were in a very strong position under the Treaty and that through their representative and official —the Commissioner of Customs, by their leave, license and grace, arranged that on certain terms with their knowledge and in a certain way certain goods should be shipped from Canton. In Article 15 there again we have reference to this old tariff and reference looking forward to a later tariff. The Article goes on to show that a citizen can deal in lawful merchandise and then we have sent out in detail forbidden goods that could not be traded in without special permission. Article 16 again mentions the Commissioner of Customs, a ship on her arrival having to lodge her register with the Consul who had to report to the Commissioner of Customs such report being obviously for the prevention of trading in contraband goods. Articles 19 and 22 deal with the payment of duties and again mentions the Customs. The next treaty which I have to refer to is the Convention of Shanghai of the 8th of November, 1858, and then again in the book I have been quoting will be found a supplementary Treaty between the United States and China where after reciting the treaty of Tientsin and reciting that the tariff of duties, to be paid are the same as agreed upon by Treaty of Wanghai, except as may be modified, and then it has various references to considerable modifications after signature and treaties with other nations. In that tariff no mention is made of munitions of war or cartridges, and there we have a negative proof that such trade was not allowed or provided for, but we have in Rule 3 that such should not be traded in.

Import and export trade is alike prohibited in the following articles, gunpowder, shot, cannon, fowling pieces rifles, muskets, pistols, and all other munitions and implements of war.

Up to this my argument has been to some extent historical but here is one of the two provisions upon which the plaintiff relies. The tariff was set out in full under the Convention of Shanghai, which, as I have already quoted, sets forth that there shall be no trade import and export, in these articles. Article II of the Burlinghame Treaty states:—

The United States of America and His Majesty the Emperor of China, believing that the safety and prosperity of commerce will thereby best be promoted, agree that any privilege or immunity in respect to trade or navigation within the Chinese dominions which may have been stipulated for by treaty, shall be subject to the discretion of the Chinese Government, and may be regulated by it accordingly, but not in a manner or spirit incompatible with the Treaty stipulations of the parties.

Therefore we have it by Treaty that arms shall not be traded in, and of course it was within the right of the Chinese Government to allow through its responsible officers trading in prohibited articles on its own terms. In this case we have a statement to that effect and it was actually stated in the Treaty and agreed to between both nations that if there was to be any privilege or immunity granted to trading in such articles it should be subject to the direction of the Chinese and regulated by them accordingly. So much for the first part of my case, that there could be no inherent right on the part of the defendant to export these arms from Canton, and what was more of a citizen of the United States he was bound by treaty not to export them. The Chinese Government through their responsible officer could if they desired, allowed such a trade to be carried on as a privilege but they could impose their own terms upon such trade. Further, the United States, by treaty and by which the defendant was bound, has agreed that in the event of any such immunity being granted the Chinese Government could impose its own terms and the transaction was to be regulated by such terms. I have shown that a Commissioner of Customs was representative of the Chinese Government in all such matters. With regard to the second part of my case as to whether there was any actual duress or undue pressure put upon the defendant in regard to the export of these goods, I will call Mr. Drew who will prove that firstly it was a matter of export. These rifles were not brought to Canton by the *Abbey*, and in all these treaties there are various regulations about the re-exporting of goods. They did not apply in this case at all because I will prove that these munitions of war did not arrive in the *Abbey* or the *Parig*, the name of the vessel before she became *Abbey*, but were actually landed and delivered in totally distinct steamers. There can therefore be no question of re-exporting and not breaking cargo. The next point is that the defendant did not wish to take the goods back again to Hongkong where they came from but he wished to take them to Singapore. That was his expressed wish and intention to the Commissioner of Customs. The Chinese authorities were quite prepared not only to allow these goods to go back to Hongkong by any steamer at all so long as they went, but actually went the length of saying they would send them by a Government transport. Hongkong, however, was not the place they were wanted to go to and the offer was refused. The United States Consul informed the defendant that there was no treaty right by which he could ship the goods to Singapore and as the Chinese Government had to absolve themselves from responsibility to any foreign government (being a neutral power) they allowed the arms, prohibited goods, to be shipped to Singapore on the consideration that the defendant executed the bond produced, through the Commissioner of Customs, undertaking to forward them direct to Singapore. The American Consul was present when that bond was signed so that he would naturally see that there was no duress and if there had been the defendant as a grown man could have pointed out the fact. He wanted to take the arms out of Canton harbour and to do so he chose to sign the bond but now does not wish to abide by it.

Edward B. Drew said: I am the Commissioner of the Imperial Maritime Customs at Canton. I am the plaintiff in this case.

Mr. Wilkinson: You have seen the bond, are you the Mr. Drew mentioned therein?—Yes.

Mr. Wilkinson: The arms arrived in two lots?—Within a week from about the 17th to the 24th July by the steamers *Choysang* from Hongkong and the *Powan* from Hongkong. Both were British steamers and I think there were altogether 6000 Mauser rifles and half a million Mauser cartridges. They were landed by the authority of the Commissioner of Customs acting in accordance with a document known as a *Hu-chow*, a sort of pass issued by the Chinese provincial Authorities at Canton.

Mr. Platt: I want to know exactly—

Mr. Wilkinson: It was a stamped Chinese document granted by the Viceroy at Canton?

Witness: "Chinese Authorities" is the right expression. Yes. I cannot swear if it was by the Viceroy or the superintendent of customs—so called. The *Abbey* arrived at the port of Canton; she arrived on a Sunday in the middle of July, and the date can be found in the calender; 16th or 17th, I think. She was then known as the *Pasig*, a British steamer.

Mr. Wilkinson: What cargo did she carry?—She had no cargo but she was full of coal. Her papers were taken to the British Consulate.

Mr. Wilkinson: When did the *Pasig* become the *Abbey*?

His Honor: If you will pardon me, I have here the certified copy of the bill of sale and transfer of the ship to the American flag.

The Bill of Sale was put in and marked Exhibit C.

Mr. Wilkinson: Do you remember the date when she became the American ship *Abbey*?—So far as I know about the 5th of August. It was reported to me.

His Honor: Here is the best evidence of that (Exhibit C. produced.) The bill of sale is dated 20th July 1898, and was witnessed before E. Bedloe, Consul, and signed before him on August 5th.

Witness: I was informed of the transfer on the 5th August, about 5 minutes to 4 in the afternoon. I was told of a letter received from the British Consul. At the same time a letter was handed to me signed by the U.S. Consul. The British Consul's letter notified that the *Abbey* had been sold to Mr. Sylvester, and the U.S. Consul's letter informed me that the vessel had been sold and her name was the *Abbey*.

Mr. Wilkinson: Both those reports were to you officially?—Yes.

Mr. Wilkinson: What was the next official act or application?—That I should then issue to her a permit to ship certain arms and cartridges and clear her for Singapore.

Mr. Wilkinson: Was that application in writing or made verbally?—In writing I am pretty certain. The application was accompanied by a Chinese document. That certainly was in writing—it was a *Hu chow* or pass, for arms to be shipped. The application was for a Customs permit to ship to Singapore.

Mr. Platt: If that document is written we must have it. We cannot have the terms of a written document stated without seeing it.

Mr. Wilkinson: It is a matter for his honor. If it is possible however for us to get it we will do so.

His Honor: Who made this application for the permit to ship?

Witness: The captain of the *Abbey*.

His Honor: In your office?—Yes.

His Honor: Did he appear in person?—I am not certain but he did appear in the general office downstairs; I was in my office upstairs. It was reported to me that the *Abbey* had applied to clear in the usual way.

Mr. Wilkinson: Have you this *Hu chow* here?—No, it is in Canton.

His Honor to Mr. Platt: Let Mr. Drew testify to this and have a copy sent to me. (To witness) Give me just what this document was to the best of your recollection.

Witness: It stated to the best of my recollection this, that Mr. Sylvester had imported certain arms and ammunition. That a portion of this had been found by the Chinese Authorities, for whom they were imported, to be undesirable. That a buyer had been found in Hongkong for this rejected portion and that the export of them was hereby authorised.

His Honor: To any particular place?—The place was not stated.

Mr. Wilkinson: Where is that official document now?—I think it is in the archives of the Chinese Superintendent of Customs at Canton, an official known as a *Hop po*.

Mr. Wilkinson: Was all this at five minutes to four?—Yes, I did not carefully read the Chinese document at 5 minutes to 4. I read it the following morning, as the office was closing at 4, and there was no time to attend to it. The ship would like to have cleared that afternoon but I said the parties must wait until next morning in order to allow me to look more carefully into it. I read it next morning.

Mr. Wilkinson: Did you grant a permit after reading it carefully?—No, I refused to.

Mr. Wilkinson: Did you convey the grounds of your refusal to the defendant or captain of the vessel?—Yes, I did. I cannot recollect whether I conveyed them personally to Mr. Sylvester or whether it was to the U.S. Consul. But Mr. Sylvester was made cognisant of that I suppose on the 6th August. I have every reason to suppose that everybody connected with the ship knew what was going on.

Mr. Wilkinson: What were the actual grounds of your refusal?—The grounds were that the *Hu-chow* implied permission to re-export to Hongkong and that as the *Abbey* was to go elsewhere than to Hongkong I could not recognise that document valid for shipment per *Abbey*.

Mr. Wilkinson: Had you any communication with the issuer of the document or had he any communication with you?—Yes, I immediately consulted the Chinese Authorities at Canton.

His Honor: You mean the official who issued this *Hu-chow*?—Yes.

His Honour: Who issued it?—I think it was the *Hop-po*; I can almost say so absolutely. I went to him and told him that I was afraid the *Abbey* would take these arms somewhere she ought not to take them, and I pointed out to him that the *Hu-chow* implied permission to take them to Hongkong, and told him that there could be no objection to the arms being allowed to be conveyed to Hongkong, but that it would be imprudent for the Chinese Government to allow them to be shipped on board the *Abbey* and then clear the *Abbey* for Singapore.

His Honor: Did the Chinese official to the best of your recollection or the *Hop-po*, or the issuer of the *Hu-chow*, did he agree with that or did he insist on a permit to Singapore?—He agreed with my procedure.

His Honor: Did he revoke that *Hu-chow*; was there ever any new *Hu-chow* issued in regard to this shipment?—There was another subsequently issued. I wrote at once to the Viceroy and pointed out to him what I had said to the *Hop-po* and he agreed.

Mr. Wilkinson: Were any arrangements proposed or offered to the defendants to take them to Hongkong by you?—I offered to Mr. Sylvester that the arms might be conveyed to Hongkong in any vessel which I could be sure would go to Hongkong and no where else. That was, a regular river steamer running between Canton and Hongkong, or as an alternative that the Chinese Government would at their own expense send the rifles and ammunition to Hongkong. I made that very carefully.

His Honor: Made it in person or in writing?—I am not absolutely sure that I made it in writing. I called on the U.S. Consul in his office and told him this. I remember, and although very confident I cannot swear that I wrote. I am certain that the matter was brought to his knowledge more than once.

Mr. Wilkinson: What was the next step officially taken after that?—Was any fresh application made to you or not?—It was that the United States Consul asked whether (on 12th August) under these circumstances it would not be possible to allow shipment of arms on board the *Abbey*, and to clear the *Abbey* for Singapore.

His Honor: It was a matter of conversation between you from time to time?—Mr. Sylvester saw me several times in my office. That was the position I took up. He understood that all through. When it was known that the protocol of peace had been signed the Consul thought that now the issue of the permit to the *Abbey* might properly be allowed.

His Honor: Was a formal application made to you by anyone for the application for Singapore?—I cannot tell you at the moment. What happened was this; on this occasion I had refused to recognise that pass and the vessel remained lying in Canton waters, nothing was done. On or about 12th August came news of the Protocol of Peace. The Consul thereon addressed the Viceroy and asked that the vessel might be be allowed to clear for Singapore with the arms on board. I then had a consultation with the Viceroy and decided on recommendation of the Viceroy that we would allow the shipment of these arms per *Abbey* for Singapore as desired by the merchant on consideration of a bond. That matter occupied several days. I had to correspond with Hongkong and see and correspond with the Chinese Authorities. It was suggested by the Viceroy as a solution of the difficulty. If the bond were entered into then I would issue the shipping permit.

His Honor: Who issues official documents?—I do as Commissioner of Customs.

His Honor: That permit therein referred to is issued by the Commissioner of Customs?—Yes. I laid the matter before the parties interested. I saw both Mr. Sylvester and the U.S. Consul from time to time. Sometimes Mr. Sylvester came in to see me and Dr. Bedloe about it. I informed Dr. Bedloe of that decision and Mr. Sylvester.

Mr. Wilkinson: Did Mr. Sylvester object or not to that or did he agree?—He made no objection.

Mr. Wilkinson: Then did Mr. Bedloe object?—No.

His Honor: That is, that no objection was made to give a bond?—None whatever that I can recollect. The Consul said to me regarding the bond. I should say that the certificate to be produced from Singapore should be the certificate of the Chinese Consul there. There was to be a certificate brought back from the Chinese Consul at Singapore on the arrival of the arms. Dr. Bedloe came to see me and said "What is the objection to the U.S. Consul there?" I replied "I have no objection. I am willing take the responsibility of making the change." That came from the U.S. Consul.

Mr. Wilkinson: As regards the actual bond itself. Who drew it up?—I did.

Mr. Wilkinson: Was it then executed? In your office or where? What did you do with it?—It was executed in the Consulate, I suppose. I sent a draft to Mr. Sylvester.

Mr. Wilkinson: Were you present when it was signed?—No. It was signed at the U.S. Consulate. I did not go there. I suppose I sent it to Mr. Sylvester. I do not remember. He was living at the hotel and I suppose I sent it to him under cover, and he went to the Consulate and had

it executed, I recollect asking Mr. Sylvester whether he was a member of the firm of Spitzel and Co. I cannot swear who brought it back to the Custom-house. I was doing a great many other things at the time and cannot remember who brought it back.

His Honor: You testified that there was some objection to details in the bond. Was there ever at any time any objection made by Mr. Sylvester, or some one else to you, to Mr. Sylvester giving the bond?—I recollect none whatever. It had never occurred to me until this moment, until this case came on. The original application was to ship arms per *Abbey* and to send her to Singapore, and the tone it took was in accordance with the request of Mr. Sylvester.

His Honor: When the bond was signed was it given to you by Mr. Sylvester under protest indirectly or by inference?—No, I have no recollection of the slightest indication of a protest.

His Honor: Do you recollect any indication of a protest against giving a bond before that time?—No, I am speaking entirely on recollection. I have no idea in my own mind that there was ever any such idea of a protest.

Mr. Wilkinson: As Commissioner of Customs did you receive a certificate from any one as regards the cargo?—No.

Mr. Wilkinson: You not only did not receive any certificate but you inquired by telegram?—I did, and had several telegrams to the effect of "*Abbey* not yet arrived."

Mr. Wilkinson: My point is this, that whether they were shipping to Luzon or elsewhere that the certificate was not returned within the six weeks.

His Honor: Mr. Drew says it was not returned at all.

Mr. Wilkinson: Now, were any steps taken to collect the money due on this bond?—Yes, I believe that our solicitor demanded it from Mr. Sylvester.

Mr. Wilkinson: Yes, but going back before that, did you take any steps to have the demand made?—I cannot tell you absolutely. All I remember is we did take some steps, Mr. Grimes, as a member of the firm of Spitzel and Co., or an employee, was quite willing to accept service either in Canton or Shanghai. The inference is therefore that we took some steps to collect this money. I was informed of that in writing.

His Honor: As far as the demands are concerned the Referee will take cognisance of the fact that the Referee had a talk with Mr. Sylvester in this Court and Mr. Sylvester said he would not take cognisance of the bond unless the law made him do so.

Mr. Wilkinson: Would a *Hu-chow* itself in the hands of a shipper be of itself, without any reference to you, sufficient for clearance?—Certainly not.

Mr. Wilkinson: Have you any knowledge of the application to the Chinese Government with regard to either Spain or America in reference to munitions of war?—Certainly, I was cognisant of those applications throughout this business and was influenced by them.

His Honor: That is not quite the question, aside from the neutrality laws were there special instructions by which you were counselled in regard to special care of this business?

Mr. Wilkinson: Yes, were you aware that China was belligerent or neutral in the war between Spain and America?—Neutral; we received instructions.

Mr. Wilkinson (producing two circulars). Are these copies of documents?—They are copies of circulars issued by the Inspector-General of Customs to the Commissioners of Customs. I should say the copies are translations from the Chinese. They were made in the Custom house here from the original Chinese. The English dispatch is a correct copy.

Two circulars were handed in and marked exhibits D and E.

Mr. Wilkinson: Did the Chinese recognise the belligerency of the insurgents against Spain or America?—We have been informed from Peking that China promises not to allow arms to be sent to the Philippines when engaged in the war with Spain.

His Honor: There has been no recognition of the Filipinos as belligerents.

Mr. Wilkinson: When this bond was executed did you grant any official document and if so, when, before she left?—I granted a permit to ship the arms on board the *Abbey*. The arms up to this were on shore, or in cargo boats; they were within the jurisdiction of the Chinese Authorities of the port.

Mr. Wilkinson: Did the ship immediately clear?—She did. We cleared her in the usual manner for Singapore.

Mr. Wilkinson: On behalf of the defendant, has the U.S. Consul, Dr. Bedloe, made any claim for duress?—No.

Mr. Wilkinson: That is my case, your honor.

Cross-examined by Mr. Platt: I understood you to say that when the first *Hu-chow* was brought to you, you did not act upon it at all, you would not grant a shipping permit on the first *Hu-chow*?—You are right.

Mr. Platt: But afterwards you went to see the *Hop-po*, possibly the Viceroy, and after that, I think, you said that the *Hu-chow* was subsequently cancelled?—I pointed out to the Chinese authorities—

His Honor: I understood Mr. Drew to say that the *Hu-chow* was practically cancelled and another issued afterwards.

Mr. Platt: How was it cancelled?—It was disregarded because I did not issue the permit. I represented to the Chinese that it ought not to be recognised.

Mr. Platt: Then was another *Hu-chow* granted and did you issue the shipping permit?—I think there was one issued.

Mr. Platt: If so it would be in the archives at Canton?—Yes. If you want any further explanation about that I would like to say this. As well as I remember it was this way. I had a despatch from the Viceroy approving of this bond and shipment of the arms, and I then allowed them to be shipped, and the bond was sent to me two or three days afterwards.

Mr. Platt: How did he know the contents of the bond?—I am not absolutely sure how he knew it. Certainly he knew it. He knew it from me. The whole story is rather stale, and our staff here have telegraphed for the documents.

Mr. Platt: Do you swear now that you had authority from the Viceroy to exact this bond?—Yes.

Mr. Platt: Given verbally or in writing?—In writing.

Mr. Platt: Where is it; in the archives at Canton?—Yes.

Mr. Platt: Can it be produced?—Yes.

Mr. Platt: As you may be aware your Honor, the whole point of my case is, that Mr. Drew had no authority to exact this bond, and I want to see it in writing.

His Honor: I ask you, Mr. Drew, to send me this bond from the Viceroy as soon as you can get it.

Mr. Platt: Did I understand you to say that the Commissioner of Customs has no discretion at all in regard to issuing of shipping orders for arms when the Chinese Authorities have given an export permit?—Yes.

Mr. Platt: By Rule 3, as you know, the import and export trade in all arms is prohibited?—Yes.

Mr. Platt: Is it not the usual custom—that is, it rests with the Chinese Authorities alone to issue special permits to export arms. It does not rest with the Customs, but with the Chinese Authorities?—The process is this, the Commissioner receives from the Chinese Authorities an official document stating that these arms may be exported and then the Commissioner of Customs issues a permit.

Mr. Platt: Is not the Commissioner of Customs bound to issue a shipping permit?—No.

Mr. Platt: Why not?—Because he is supposed to be cognisant of the contents.

Mr. Platt: Where do you find your authority for that?—I find it in the instructions issued to the service.

Mr. Platt: When you receive a permit, from the Chinese authorities to export then you are bound to issue a permit and all your duty is to see that the proper duty is paid?—No, I do whatever is proper to do. It was my duty to read the *Hu chow* carefully, then go to the Chinese and say "Do you mean this or do you mean to revoke it." Then say "You must revoke it."

Mr. Platt: Now my question is, are not the Customs bound to issue a shipping order when a proper export permit is issued to us?—If a proper one is presented, yes.

His Honor: I know, Mr. Platt, to my sorrow, that sometimes they do not think it proper (Laughter).

Mr. Platt: I know that, but they have absolutely no right to do so.

Re-examined by Mr. Wilkinson: Mr. Drew, by the word "proper" I understand you to mean, if you approve it? Yes.

Mr. Wilkinson: You are aware, I suppose, of the Treaty provisions which I have read out, mentioning the Commissioner of Customs?—I am familiar with them.

Mr. Wilkinson: Am I right in describing the Customs as an official department of the Chinese Government?—Certainly.

Mr. Wilkinson: You consider yourself a Commissioner of that service?—Yes.

Mr. Platt: I have an application to make, and it is this. The point is, did Mr. Drew have authority to receive or demand this bond? Anything on that point must be obtained from Canton. We should be allowed to take evidence on that point, sir. Our word is at stake and, of course, we cannot take Mr. Drew's word alone. I would also like to have the evidence of the Viceroy on that point. The point that goes to the whole root of the case is the question whether authority was given.

Mr. Wilkinson: My instructions are these, that our case is governed by the Treaty and on evidence given by Mr. Drew, and the question is what the Viceroy could have to do with it? Of course my client will do his utmost to produce anything the Referee says he must produce.

His Honor: The Referee has asked Mr. Drew to submit to the Referee as soon as possible this original letter from the Viceroy giving authority to demand this bond and to receive it. If that is not obtainable then the Referee will ask Mr. Drew to obtain and submit to the Referee a statement

from the Viceroy as to whether he had given Mr. Drew power to obtain this bond and receive it, or not. Mr. Drew will therefore submit this original letter as soon as possible and if he cannot obtain it he will notify the Referee and the Referee will write to the Viceroy asking him in regard to it.

Mr. Wilkinson: I have no further witnesses.

Mr. Platt: Of course, there is another point that I may have to ask. Mr. Drew said Mr. Sylvester raised no objection, and my instructions are different to that. I may have to take evidence upon this.

His Honor: Of course you will recognise that the burden of proof is upon you. Here is a bond signed by Mr. Sylvester, and *prima facie* this is a good bond. If you want to refute it you must do so.

Mr. Platt: It may be necessary to have Mr. Sylvester's evidence on that point. I make no application at present, and I will take the evidence I have, but it may be necessary later to make such an application.

Mr. Platt: May it please your Honor, the great point I have to make is that Mr. Drew absolutely had no right whatever to exact this bond from Mr. Sylvester. The facts shortly are these. These goods were ordered from Mr. Sylvester, by the Viceroy of Canton, the terms of purchase were eventually arranged and the shipping permit or import permit was granted by the Viceroy of Canton, to import these goods into Canton. This was taken up by Mr. Sylvester to the Hongkong Authorities and an export permit was obtained from them. The goods were then eventually taken into Canton, and then this import permit was granted by the Cantonese Authorities. After they had received these goods they then found there were too many for them and wished to return some of them. Accordingly arrangements were made between the Viceroy and Mr. Sylvester that he should take back a certain number of these rifles.

His Honor: I understand then that no more were shipped than the Viceroy ordered.

Mr. Platt: Mr. Sylvester shipped into Canton as many as the Chinese Authorities ordered from him, and after they got to Canton they said they did not want so many from him and asked him to take some back. He therefore applied to the Consulate for an export permit from the Chinese Authorities to re-export these guns, and he eventually obtained from the Consulate this export permit signed by the *Hop po*, a Chinese official, and countersigned by the Customs. He then went to the Customs to present this permit of the Chinese Authorities to export the guns and to give the name of the ship, by which he wished to export the guns. Then the trouble began, and my point is this, that when that export permit was presented to the Customs by Mr. Sylvester then the Commissioner of Customs had nothing else to do than to grant a shipping permit and see that the proper dues were paid, and when they were paid, grant a clearance certificate, taking to the Consulate all papers of the ship which would then be handed back to the captain. That is the whole of my case, that Mr. Drew ought to have granted this shipping permit to re-export the guns when the Chinese document was handed to him. He did not do so, but entered into negotiations with the Chinese Government and eventually another permit was granted by the Chinese Government upon certain terms and conditions. Amongst those terms and conditions Mr. Drew says that he was authorised by the Chinese to demand this bond. On that point there is a direct conflict of evidence. If he was not authorised to demand this bond then he had absolutely no right to demand it as Commissioner of Customs. The position of a Commissioner of Customs is merely to see that the proper dues are paid, and then grant a certificate, which is taken to the various Consulates, and the ship's papers are returned. I do not think I need take you right through these Treaties which have been already read to you. Rule 3, which has been read to you, is to the effect that "import and export trade is prohibited in the following articles." Then it sets out the articles, gunpowder, etc. But, as is well known to you, China having made that rule, she can if she likes give a special permit now and again to import and export arms. To get that special permit you do not go to the Commissioner of Customs, but you go to the Chinese Authorities, and if they make up their minds that this special permit should be granted then all you have to do is to take that special permit and ask them to act upon it. The Customs cannot turn round and say "We are not going to act upon this, the Chinese Government has not understood and has not gone thoroughly into the matter." The Customs are the ministerial officers and have to see only that the duties are paid, and when the duties are paid, then they must issue a clearance certificate, which is taken to the Consul, and the ship's papers obtained from him. No money passes at all into the Customs, the money paid for dues are paid to the banks or Chinese officers appointed by the Government. The Customs officers are to see only that the duties are paid, and that is simply and wholly their function. That is shortly my point, that no authority was given to Mr. Drew to

exact this bond, and I shall now call the evidence of Mr. E'zel, who was in Canton at the time, in order that he may testify what he knows about it.

Louis L. E'zel, said: I am an American citizen.

Mr. Platt: Did these guns eventually arrive in Canton and were they delivered to the Chinese authorities?—Yes.

His Honor: How did they get there?—They came in two parcels. I forget the name of the steamers. They did not come up by the *Abbey*, but came in the regular boats.

Mr. Platt: And eventually did the Chinese Government wish to return them?—They rejected the cartridges and 500 rifles.

Mr. Platt: Did you wish to re-export—

His Honor: What connection has Mr E z l with this? Is he a member of Spi z l & Co.?

Mr. Platt: He is a companion of Spi'z l & Co., and not in their employ.

Mr. Platt: Can you testify to these facts from your own knowledge?—Yes.

Mr. Platt: Can you tell us what was wished to be done with these rejected rifles and cartridges?—First, of course, Mr. Sylvester, wished to re-export these rejected guns and cartridges and he accepted them on condition that they would grant a re-exportation permit, as he could not do anything with them in Canton.

His Honor: Do you know this from Mr. Sylvester or from Mr. Bedloe?—From both, I was with them when they talked it over.

Mr. Platt: What steps were taken to obtain this?—I think it was applied for through the Consul. I think the official interpreter applied to the *Hop-po* for it.

Mr. Platt: Was it eventually obtained?—Yes, I saw it.

Mr. Platt: Can you remember who chopped it or if the Commissioner signed it?—I think it was purely a Chinese document, that it was purely a Chinese paper with several signatures on it. I think there were several Chinese signatures and one foreign signature on it. I cannot be quite certain but I think the foreign signature was Mr. Drew's.

Mr. Platt: This export permit was then handed to the shipping man who applied to the Customs for a shipping permit, naming the steamer and port of destination?—The shipping permit was refused. There were several conversations between Mr. Sylvester and Mr. Drew.

His Honor: Were you present at these conversations?—No, I do not believe I was.

His Honor: Then you cannot give evidence as to what was said there.

Mr. Platt: I want to put a question as to whether Mr. Bedloe ever asked witness whether Mr. Sylvester objected to that bond.

Mr. Wilkinson: I object. If defendant is absent from Court it is for defendant's convenience.

Mr. Platt: The only thing is then that I shall have to ask that defendant's evidence be taken. (To witness) You cannot speak then from your own knowledge as to what led up to the point when this bond was signed?—No.

Cross-examined by Mr. Wilkinson: Were you interested financially in this shipment up to the sailing of the vessel from Hongkong?—No.

Mr. Wilkinson: Then your interest in the matter was entirely as a friend of the parties?—Yes, you may say as a friend.

Mr. Wilkinson: You have now an interest in these arms?—Yes.

Mr. Wilkinson: I suppose at those interviews with the Viceroy's interpreter you took an intelligent interest and knew what was going on?—Yes.

Mr. Wilkinson: I suppose the terms of the *Hu-chow* were discussed?—Yes.

Mr. Wilkinson: Clearly and fully discussed?—It was clearly discussed.

His Honor: Was it at any time suggested by Mr. Wong that the *Hu-chow* should be issued for a permit to go to Hongkong?—I believe there was some talk at the beginning about sending the arms back to Hongkong. That time because they could not be sold and it was simply a question of getting them away. Finally it was understood that they should go to Singapore.

Mr. Wilkinson: One question I want to ask is this. Mr. Drew had asked for a bond in order to preserve the neutrality between America and China. Have those goods arrived at Singapore? You are interested now financially in them.

Witness: I do not know that I am bound to answer it.

His Honor: You must answer it.

Witness: No, they have not arrived at Singapore.

His Honor: Now let me ask the witness a few questions. The guns and ammunition did go to Luzon. Now on whose orders did they go? Do you know?—Well I suppose on the order of Mr. Sylvester. He was the only man who could have ordered them to go.

His Honor: Do you know what became of them when they got to Luzon?—No, I do not. I am not certain they were shipped there.

His Honor: The arms and ammunition, were they landed there?—I did not see them landed. I believe they were landed.

His Honor: Then it was not the intention when the ship left Canton that she should go to Singapore?—That I do not know. I was under the impression that the goods were going to Singapore.

His Honor: But did Mr. Sylvester leave Canton on this ship?—No.

His Honor: Then if he gave any orders as to her destination they must have been given before the ship left Canton?—Yes.

His Honor: Were there any orders given to your knowledge that this ship should go to Luzon?—Not to my knowledge.

His Honor: When she left Hongkong your idea was that she had gone to Singapore?—I was in a position to know she did not intend to go there.

His Honor: Not at the time she left Canton?—No, but within 24 hours after she left I knew she was going to Luzon. I was on board the ship. When she dropped her anchor I was a passenger and went to Manila. I got my information from the captain.

His Honor: When you went on board you went as a passenger on this ship?—Yes.

His Honor: For Singapore?—Yes.

His Honor: You did not expect to go to Luzon?—No.

His Honor: You went to Manila?—Yes.

His Honor: And from Manila you went on to Singapore?—No. I did not go to Singapore. I remained in Manila for about two months.

His Honor: Do you remember the name of the captain?—Captain Ellis.

His Honor: Do you know where he is now?—I do not remember. He was in Hongkong a little while ago.

His Honor: Do you recollect the initials to his name?—I do not. I only spoke to him as Captain Ellis.

His Honor: Then I understand you left Canton on this ship as a passenger to Singapore and that against your will you were carried to Luzon?—Yes.

Mr. Platt: My case is at a distinct disadvantage in not having Mr. Sylvester here. He might be able to throw a good deal of light upon the circumstances which took place.

His Honor: I will adjourn until 2 o'clock. I will be glad at that time to hear both of you gentlemen, on one point in my mind, as to the necessity of proving the protest. If Mr. Drew did right to exact this bond then the protest has got nothing to do with it. If he did not have a right, was there any necessity for that protest?

On resuming at 2 o'clock,

His Honor: With regard to the point I brought up before the adjournment, if Mr. Drew had the right to make a demand for this bond then the fact of the protest cuts no figure. If he had not the right still I hold that the actual protest was of no avail. So that it makes no difference whether the protest was presented or not.

Mr. Platt: With regard to that, supposing Mr. Drew had no authority to exact that bond, the bond itself is void?

His Honor: If he had no authority to exact it, it makes no difference, if Mr. Sylvester protested or not. If he had authority then the protest would be equally of no avail, so there is no need to take Mr. Sylvester's evidence on that.

Mr. Platt: Yes. May it please your honor; my first point is,—what are the duties of a Commissioner of Customs? Of course Mr. Drew has laid claim that those duties are far wider. I contend they are not. His duties are merely to see that the various duties laid down in accordance with the Treaties, are paid, and when paid he then gives a clearance, which enables the ship's papers to go to the Consul. If we go to the Treaty to see how the land lies we find that the first Treaty is the Treaty of Tientsin, made between the United States, and China. With regard to the duties of a Commissioner of Customs, Article 19 says:—

Whenever a merchant vessel belonging to the United States shall cast anchor in either of the said ports, the supercargo, master, or consignee, shall, within forty-eight hours, deposit the ship's papers in the hands of the Consul or person charged with his functions, who shall cause to be communicated to the Superintendent of Customs a true report of the name and tonnage of such vessel, the number of her crew, and the nature of her cargo, which being done, he shall give a permit for her discharge. And the master, supercargo, or consignee, if he proceed to discharge the cargo without such permit, shall incur a fine of five hundred dollars, and the goods so discharged without permit shall be subject to forfeiture to the Chinese Government. But if a master of any vessel in port desire to discharge a part only of the cargo, it shall be lawful for him to do so, paying duty on such part only, and to proceed with the remainder to any other ports. Or if the master so desire, he may within forty-eight hours after the arrival of the vessel, but not later, decide to depart without breaking bulk; in which case he shall not be subject to pay tonnage or other duties or charges, until, on his arrival at another port, he shall proceed to discharge cargo when he shall pay the duties on vessel and cargo, according to law. And the tonnage duties shall be held due after the expiration of the said forty-eight hours. In case of the absence of the Consul or person charged with his functions, the captain or supercago of the vessel may have recourse to the consul of a friendly power; or, if he please, directly to the Superintendent of Customs, who shall do all that is required to conduct the ship's business.

Then comes Article 20, which says:—

The Superintendent of Customs, in order to the collection of the proper duties, shall on application made to him through the Consul, appoint suitable officers, who shall proceed, in the presence of the captain, supercargo, or consignee, to make a just and fair examination of all goods in the act of being discharged for importation, or laden for importation, on board any merchant vessel of the United States. And if disputes occur in regard to the value of

goods subject to *ad valorem* duty, or in regard to the amount of tare, and the same cannot be satisfactorily arranged by the parties, the question may, within twenty-four hours, and not afterwards, be referred to the said Consul to adjust with the Superintendent of Customs.

Then Article 22, which says among many other things :—

Duties of import shall be paid on the discharge of the goods, and duties of export on the lading of the same.) When all such duties shall have been paid, and not before, the Collector of Customs shall give a port-clearance, and the Consul shall return the ship's papers The duties shall be paid to the shroffs authorized by the Chinese Government to receive the same. Duties shall be paid and received either in sycee silver.

In the Treaty of Tientsin, made the same year, between Great Britain and China, on that point it lays down these regulations, which are pretty much the same as those in the Treaty between China and the United States. Article 37, says :—

Within twenty-four hours after arrival, the ship's papers, bills of lading, etc., shall be lodged in the hands of the Consul, who will within a further period of twenty-four hours report to the Superintendent of Customs the name of the ship, her register tonnage, and the nature of her cargo.

Then Article 38 :—

After receiving from the Consul the report in due form, the Superintendent of Customs shall grant the vessel a permit to open hatches.

Then Article 39 :—

Any British merchant who has cargo to land or ship must apply to the Superintendent of Customs for a special permit.

Article 40 says :—

No transhipment from one vessel to another can be made without special permission.

Article 41 says :—

When all dues and duties shall have been paid the Superintendent of Customs shall give a port clearance, and the Consul shall then return the ships' papers, so that she may depart on her voyage.

I say that what I have read to you from the Treaties regarding the Commissioner of Customs that all he has to do is to act under the instruction of the Superintendent of Customs, who is a Chinese official. You apply to a Chinese official for all permits and for anything that is to be done with regard to exporting and importing goods. When you get that permit from the Chinese official you then take it to the Commissioner of Customs, and say "I have got this permission, see this matter through." And then all the Commissioner of Customs has to do is to see that the proper duties are paid, and when paid, give a port clearance, a declaration or certificate that all dues have been paid, and then armed with the certificate of the Commissioner of Customs, the captain or consignee, or owner of the goods, goes to the Consul, presents it, the ship's papers are returned to him, and the ship can sail. With regard to that point I would like to read you a short extract from a pamphlet written by Mr. George Jamieson, who was for a long time connected with the Consular service here, and he wrote a pamphlet on "The Revenues of China."

Mr. Wilkinson : I must object.

His Honor : Go on, objection overruled. It is not evidence but argument.

Mr. Wilkinson : If you accept it only as Mr. Platt's argument I submit.

Mr. Platt : He says and I take it, I may say, from a reprinted edition here of the British version (*Shanghai Mercury* Office), with regard to the Imperial Maritime Customs revenue, "the foreign Commissioners of Customs do not receive these"—the duties. You have already heard what I have read from the Treaties, that duties are not paid to the Commissioner, but paid to the banks here, and in other Chinese ports, paid to the Chinese official authorised to receive them. Now, then I say the duties of a Commissioner of Customs, are to see that the duties are properly paid, and when properly paid, then to issue the usual port clearance, so that the ship's papers can be obtained from the Consul, the ship can be cleared and then go away. With regard to that bond again, I draw your attention to one of the Rules already read out to you, that is, that import and export trade in arms is entirely prohibited, under Rule 3 of the Rules of the Treaty of Tientsin, and Mr. Drew himself admitted in his evidence this morning that if the Chinese Government like to grant a special permit to import or export arms,—as, of course, it is within their right to do, as they have made this Rule, and if they like to relax it in a special case,—they have a right to do so on their own conditions. He himself admitted that if any foreigner came to him with a special permit from the Chinese Authorities to export arms, then he would have no alternative, if the permit was a true permit, but to grant a shipping permit ; that is, he would have to give instructions to allow the goods to be shipped on board. His duties therefore in this case may be termed ministerial. He could not go behind a special permit given by the Chinese Government. He had no authority to say these goods should not be shipped. When a man had such a special permit from the Chinese Authorities, he takes it to the Commissioner of Customs, saying "I have authority to ship arms from the Chinese Authorities, now give me a shipping order to enable me to ship these goods away." That being done what happened in this case? We have it in evidence that Mr. Sylvester wished to export these guns and that he had obtained from the

Chinese Government a special permit to do so, and we also have it in evidence that this special permission was taken to Mr. Drew and Mr. Drew says with regard to it, I think, "that he had his doubts." There was no place named as to where the goods had to be re-exported, and therefore, on account of that, he had his doubts as to whether he could grant the usual shipping permit. And therefore he put himself into communication with the Chinese Authorities. I say on that point that when this special permit was produced to Mr. Drew he had no other course open to him but to fulfill the orders of his superior and grant the shipping permit. He had already got the export permit and he should have granted the shipping permit. He thought that China might be infringing her neutrality in giving the permission she did. With regard to this point, would China have violated this neutrality if she had granted the special permission to re-export these arms, not knowing, if you like, that the arms were going to be exported in a United States vessel. I say it is plain by the authorities that China would not have infringed her neutrality a bit. Though, of course, I ask you to bear in mind on this point, that at that time the Protocol of Peace had been signed between the United States and Spain, I think on 13th August, and this trouble regarding the permit did not arise until sometime afterwards. Assuming that war was existing between the United States and Spain would China be infringing her neutrality by allowing those arms to be conveyed to Manila where the United States were supposed to be! With regard to that I will read to you from Douglas Owen, with reference to Export Carriage. (*Declaration of War*, page 350, referring to the Franco-German of 1870, was read) Then on the same point on page 363 (Read) I claim on what I have just read that a nation is not infringing her neutrality by allowing contraband of war to be exported. I think a nation might be if she allowed her citizens to do this. It goes further and says that it is within the right of belligerents to sell within the neutral territory and country warlike stores. (Page 386 read). Therefore, I say in this case, supposing, as has not been proved to the Court yet, that China did issue a proclamation forbidding the exportation of warlike stores, arms, and material on the ground of infringement she can if she pleases at any time by special permission allow arms to be exported. By doing so she would not have violated her neutrality if Spain came along afterwards and was allowed the same privilege. All China has to do is to be thoroughly impartial in these privileges to each belligerent. I only quote that on the point, as to whether China had the power to allow this exportation of arms to take place. I say she could do so if she pleased. The Chinese Authorities were not infringing their neutrality by granting this permission, and Mr. Sylvester having obtained from them this special permit, all he had to do was to take it to the Customs, to obtain the usual shipping permit to enable him to put those guns on board ship. These permits are only granted in order that the Customs may see that the proper dues are paid to the Imperial Government. When those dues are paid all the Commissioner of Customs has to do is to give a certificate to that effect, and that is carried to the Consul who returns the ship's papers. If Mr. Drew had authority to exact this bond, that authority must be direct or indirect. Now the only persons who can give authority to exact a bond are the Chinese Authorities. If he got his direct authority from the Chinese Authorities to exact this bond then we wish to see it. I understand, of course, that the Court has decided, that Mr. Drew having said he had authority, being given to him in a letter written by the Viceroy, the Court will ask that the original letter from the Viceroy and no copy, will be produced here. If it cannot be produced, and the only reason I take it for that, would be that it is not in existence, then I understand the Court will put itself in communication with the Viceroy and ask him whether he had given the document. Now did Mr. Drew have indirect authority? On this point I need not repeat myself by saying that he as Commissioner of Customs was only to see that the proper duties were paid to the Chinese Government. He had no discretion whatever, as he himself admitted with regard to the exportation or importation of arms, and that when the first special permission was granted and presented to him, Mr. Drew would have been well within his rights by granting a shipping permit. I go further and say that he should have done so. He was entirely a ministerial officer there, and we had done everything required of us. An American citizen had obtained a special permit from the Chinese Authorities to export and to pay proper duties. That there was a war between Spain and the United States at that time had absolutely nothing whatever to do with Mr. Drew. That did not give him any authority to exact this bond. And lastly, assuming that China had passed a law forbidding the exportation of arms during this war, she clearly could have revoked it any time she liked without infringing her neutrality, as I tried to explain previously. But the Chinese Authorities alone are the proper people to

say on what conditions she will allow arms to be exported on this one particular occasion, and they are the sole judges as to what is right and what is wrong in the matter. In this case if they said to Mr. Drew we do not allow this exportation of arms to take place unless a bond is given may be Mr. Drew would have done right in asking that a bond should be taken. Unless on special authority insisted, and insisted on in writing, it is void, for no verbal conversation can give authority of this kind, because you will notice that the bond is not sealed, and it is always a rule of law that if a man authorises another to receive a bond under seal he also authorises under seal that person to execute this bond. But having no authority the bond is void and of no force whatever.

Mr. Wilkinson: My learned friend, Mr. Platt, has naturally from the necessity of the case been bound to consider a matter, which after all neither he nor I have the slightest thing to do with, namely the duties of a Commissioner of Customs. The duties of a Commissioner of Customs are probably known to plaintiff by diligent study of instructions from Peking, but as an official and officer of the Chinese Government, and whatever his duties may be, it is nothing whatever to do with the defendant. What his rights were in this case, as an officer of the Chinese Government, chosen by the Tsungli Yamen, to look after this particular matter, namely the export of arms, is what this Court has to consider. We know the Treaty Regulations regulating and providing for imports and exports in any contraband articles, and the articles which are allowed at all times to be traded in. But, sir, what is the use of re-reading articles of Treaties as regards allowable imports when we are dealing with the absolute discretion of the Chinese Government in making such rules and regulations as it thinks fit to carry on any particular trade. The Chinese Government has made no agreement with Mr. Sylvester or the United States as to whether a Commissioner of Customs is to do certain things or not. We have had the evidence of Mr. Drew, that, directed by the Tsungli Yamen, through Sir Robert Hart, he took special precautionary measures regarding the export of arms. Where an executive officer is vested with authority something must be left to his discretion. Where you have discretion you have responsibility and let me deal with this particular, *Hu-chow*. Mr. Sylvester seems to have broken Article 28 of the Treaty of Tientsin, which deals with communications with the Chinese Authorities, for apparently what did happen was that Mr. Sylvester had a private talk with the Viceroy himself. As regards the *Huchow* we have no evidence that the Viceroy considered it in any other light than Mr. Drew did. He was asked to grant a *Huchow* for the export of arms and not being in a position to judge the whole of the facts he sent it down to Mr. Drew to see if he was going to act on it or not. Then we have the statement of Mr. Drew, who on his oath, says that in the exercise of his duties he used his discretion with regard to the *Huchow*, and went to the Viceroy and said he did not think it ought to be granted. That finally, as Mr. Drew says, the *Hu chow* is thereby cancelled and another subsequently obtained upon which the guns are passed, and this is acted upon, on Mr. Drew's terms being accepted and the bond given As regards International Law I think my learned friend has taken one dictum, a dictum from a dispatch written at the time when Great Britain was well known to be in sympathy with France at the time. Moreover it is the mere statement by a foreign minister to a complaint, and in effect that he was going to see that trade carried on whether they liked it or not. If Mr. Platt had read further on in the same book he would have (come to the case of the *Alabama*. Extracts of this case read). I hold that the Chinese Government were perfectly right. We are not dealing with the rights of a neutral with regard to selling arms to well-known belligerent powers, but whether China could allow arms to be sold to a non-recognised class of insurgents. That is a matter for the Government to exercise its discretion through any Viceroy it pleases and it is no matter for the defendant Mr. Sylvester, in this case.

His Honor: Article 637 of the Consular Regulations provides that after hearing any case such Referee may deliver his award sealed to the Consulate the case is referred from, when it will be opened by the same. So in this case unless the parties settle the matter before I make my award, I shall send my award to the Consul in Canton, who will open it and approve it or disapprove it. If he disapproves it goes to the minister for final settlement. Of course if he approves it then there is an appeal to the United States Court of California in a case of this sort, involving not less than 2,500 gold dollars. I have to thank you, gentlemen, the attorneys, for the courtesy with which you have conducted this case, and Mr. Drew, I would like you to get me the *Hu-chow*, also the letter from the Viceroy. If you can possibly do so, produce the original *Hu-chow*, and telegraph to Canton for the same. My decision is reserved.

Shanghai, 2nd June.

His Honor sat to receive certain documents applied for at the former sitting.

His Honor: Since the last hearing certain papers have been filed with me. These papers of course could not be admitted except in open Court before both counsel and to hear your arguments in cases of some as to their being admissible or not. Here is a long statement from a man named Grimes, from Hongkong, which does not seem to me to have practically anything to do with the case.

Mr. Wilkinson: I have got a copy of it. There has been no opportunity for cross-examination.

His Honour: I do not intend to consider it in the case at all. Mr. Drew has sent me some papers. Here is a long letter from G. W. Ellers, late master of the s.s. *Abbey*, and he asks that his statement may go in.

Mr. Wilkinson: When the case was adjourned, your honor, it was for the purpose that my client, Mr. Drew, should procure a certain document, and I do not think anything further should be taken at all.

His Honor: I overrule you on that. If this was an ordinary court case, yes, your view should be taken, but being essentially a case before a referee I think it is best to take in all documents that are necessary to solve it. However, after this morning, I will take in nothing else.

Mr. Wilkinson: I wish also to draw attention to the fact that the authors of these documents are not here to be cross-examined and they were not accepted under cross-examination.

His Honor: I will bear that in mind.

Mr. Platt: With regard to the captain's statement I have no objection to that going in. The point seems that he wants to clear his character.

His Honor: I agree with you upon that. Part of his letter of course reflects upon the evidence which Mr. Etzel gave. The captain simply writes that every European on the s.s. *Abbey* knew where the arms were going to. That Mr. Etzel himself went on the steamer to explain the mechanism of the Maxim guns to the purchasers.

Mr. Wilkinson: I raise the question about this affidavit of Sit Ming before the Consul at Canton, as you will see he gives evidence of what was told to him by someone else.

His Honor: It is absolutely irregular, of course, Mr. Platt, but at the same time we will take it for what it is worth. A letter from a Chinese quoted by Mr. Etzel will be put in on the same terms. Mr. Drew has offered the following documents:—United States Consul's application for the *Huchow* for the exportation of these arms. The office draft of the *Huchow* and the letter from the Viceroy allowing the exportation of the arms on condition that a bond be given. Also a statement from Mr. Drew inclosing those and specifying as to the dates on them, that they were made at the time of receipt and by himself. These were sent in response to the order of the Court.

Mr. Platt raised the question as to the date of the despatch received by Mr. Drew from the Viceroy. Enquiry should be made at Canton he thought as to the exact date when this document was received.

His Honor: Here is the dispatch, put in; it is a question for me to decide as to its credibility or not.

Mr. Platt: On anything as to an important point like that we should have evidence. In this case we should have the evidence of this Mr. Wong.

His Honor: What better evidence could you have on this point than the Commissioner's evidence? Is there any stronger evidence from the Custom House than that of the Commissioner? That he made it in his own handwriting he said before in evidence.

Mr. Platt: He never gave in evidence as to when he received the dispatch.

His Honor: I beg your pardon. If you will read page 9 of the printed evidence you will find that he did. (Extracts from pages 9 and 7 read.) The statement of Mr. Drew marked Ex. 3 will be admitted. The Consul's application for a *Huchow* and the draft of the *Huchow* will not be admitted. The Viceroy's despatch marked Ex. 4 will be admitted.

Mr. Wilkinson: I believe Mr. Platt wishes to put in what I call translation of dispatches. I wish to point out that no statement is made with regard to them, no official declaration that they are true.

His Honor: Who made these translations?

Mr. Levy: The translations were made by a Chinaman, an American student.

His Honor: These are absolutely inadmissible in any Court and I would like to have some evidence with regard to them. Mr. Platt, you had better give me as fully as you can how these dispatches were got and I will take them for what they are worth.

Mr. Platt: Personally I have not gone into them, but Mr. Etzel can give you some information with regard to them. (After a consultation.) Mr. Etzel went down to Canton and he asked a friend of his to obtain a copy of the dispatches which were in the Foreign Office at Canton and this is the translation of them. That friend is quite prepared

to come forward and give evidence from Canton. I hope you are not going to decide on hearsay evidence and on the evidence of the petitioner himself. If you will put us in the position to contradict that evidence we can do so. We are not in a position to do it here but must go to Canton. I ask you in common justice that we should be placed in a position to contradict petitioner's evidence, as we are hundreds of miles away from the place where it took place. When I came to this hearing I understood Mr. Drew was going to produce his authority for exacting this bond. This procedure has been carried out simply for Mr. Drew's convenience.

His Honor: Is this friend of Mr. Etzel's who gave him this translation an official of the Chinese Government? —No.

His Honor: No connection with the Viceroy's Yamen?—No, only through friends. He is a friend of the Secretary, Mr. Wong.

Mr. Wilkinson: It is not my case that depends upon this despatch at all. If they thought the date of the dispatch important then they should have raised the question at the proper time when Mr. Drew was before the Court.

His Honor: Of course, Mr. Platt, since the first hearing Mr. Etzel has visited Canton and it would have been an easy matter to have got an affidavit of somebody's testimony there. This case has not been conducted for Mr. Drew's convenience in the slightest degree. Here is the document which we asked for. He puts in a statement: I have got to take it for what it is worth. You put in a statement: I have got to take that for what it is worth. Of course a common-sense view of these translations is that when made they should have been verified by some affidavit. The Referee will not admit these documents. I will read them over and if I consider any document here is essential to the case in the slightest degree I will take my own steps to get a verified copy of the translation from the Viceroy's Yamen. If in my judgement they are not essential then I shall take no steps to have them verified. With regard to the date if I have any doubt or any doubt and consider the point essential I will take steps for securing it. Nothing more will be admitted in this case except such things as I myself may think necessary to get. The case is adjourned.

THE DECISION OF THE REFEREE.

The decision of the Referee in this case is as follows :—

In July, 1898, a large quantity of rifles and cartridges were brought from Hongkong to Canton by W. F Sylvester (the defendant in this case) in the river steamers plying regularly between the two ports. These arms were landed in Canton under a *huchow* or permit from the Cantonese Authorities. Part of them were afterwards accepted and part rejected by the Chinese Authorities at Canton. During the same month the British registered steamer *Pasig* arrived at Canton in ballast. On August 5th, 1898, the captain of the steamer above mentioned, brought to E B Drew, the Collector of the I. M. Customs at Canton (the plaintiff in this case) several documents.

1.—A letter from the British Consul at Canton that the *Pasig* had been sold to W. F. Sylvester.

2—A letter from Edward Bedloe, the United States Consul at Canton, that W. F Sylvester had registered in the U. S Consulate at Canton, a bill of sale of the *Pasig* to W. F. Sylvester and that the craft had been given American registry under the name of the *Abbey*.

3—A *huchow* or permit from the *Hoppo* or Customs Taotai (Chinese) for the reshipment of five hundred rifles and 500,000 cartridges of the above described arrival of munitions of war from Hongkong. This *huchow* was based on a letter from the U. S. Consul that a purchaser had been found in Hongkong for the rejected portion of the arms, and asking therefore that a permit be granted for the re-export of that portion. Application was then made to the I. M. Customs to clear the *Abbey* with the said rejected munitions of war on board for Singapore. The Collector of Customs refused to grant such clearance under the above mentioned *Huchow*. The Chinese Authorities later offered to allow the shipment of the arms in question to Hongkong either in the regulation steamers or in a man-of-war to be furnished by the Chinese Government. Neither offer was accepted.

On August 12th, Consul Bedloe asked that the vessel be cleared for Singapore with the aforesaid arms on board, and stated that the protocol of peace between the United States and Spain had been signed. After consultation the Viceroy instructed Mr. Drew to allow the clearance of the *Abbey* provided that Mr. Sylvester gave a sufficient bond that the arms would be taken to Singapore and to no other place. (Ex 1) Mr. Drew says this letter was received by him on August 21st, and that he immediately informed the U. S. Consul and Mr. Sylvester of its contents, and submitted to Mr. Sylvester a draft of the proposed bond. After some minor changes the bond was signed by W F. Sylvester for himself and Spitzel & Co. on August 25th, binding themselves, under a penalty of 15,000 Kuping taels, to convey the said arms in the steamer *Abbey* to Singapore and to no other place, and to produce to the Commissioner of Customs at Canton within six weeks of the date of the bond, an official certificate from the U. S. Consul at Singapore that the 500 rifles and the 500,000 cartridges had duly arrived on board the *Abbey* at Singapore. (Ex. 2.). Mr. Drew then cleared the *Abbey* for Singapore.

No claim is made that the *Abbey* went to Singapore and no certificate from the U.S. Consul there has ever been filed at Canton, as provided in this bond.

Mr. Etzel, witness for Mr. Sylvester, testifies that he went on the *Abbey* from Canton directly to Batanzas on the coast of Luzon; and the captain of the *Abbey* testifies "the cargo was landed on the same day of the ship's arrival at Batanzas." It is a matter of common knowledge (though not brought out in the testimony before me and only added to round out the statement of facts and not as in any way essential to the case) that most of the cargo was delivered to Aquinaldo's representatives, while the ship and the small remainder of the cargo were seized by the U.S.S *McCulloch*.

The Plaintiff, E R Drew, sues for the amount of the penalty of the bond executed on August 25th, 1898 (Ex. 2). The Defendant, W. F. Sylvester, admits the bond and its execution but denies that it has or ever has had any binding effect on him; or that he is or ever was under any legal obligation whatsoever by reason thereof. He avers the said document was void *ab initio* This suit was brought before A. H. White, then Acting Consul at Canton, and referred to me by written agreement of both parties to the suit. Having been duly commissioned by the U.S Consular Court at Canton as Referee, I heard the testimony and arguments therein on April 28th, 1899, and June 2nd, 1899.

There is no question as to the general right of China to prohibit either the import or export of fire-arms and explosives. This has been expressly recognized by treaty (Treaty of Wangdai—Supplementary Articles to the Treaty of Tientsin).

Neither does any question of a continuous voyage enter into the case. The rifles and cartridges were landed at Canton and were under Chinese jurisdiction and could only be exported by express permission of the Chinese Authorities.

Neither can there be any doubt as to the necessity laid upon China that great care should be taken in allowing shipments of arms. For several years there had been a chronic rebellion in the Philippine Islands. The insurgents had not been recognized by any any nation as belligerents; but the rebels, keeping up a constant guerilla warfare, seemed only to need a supply of arms to make serious trouble for the Spaniards. To safeguard against any shipment of arms from China, the Spanish Minister had applied to the Government of China on December 25th, 1896, to strictly prohibit the export of munitions of war from all Chinese ports to the Philippine Islands and to instruct the Viceroys whose provinces border on the sea, and the Inspector-General of Customs, to "take effective measures to prevent the export of munitions of war to the Philippine Islands from places under their jurisdiction." The Tsungli Yamen issued the instructions as requested and the Inspector-General of Customs on Jan. 4th, 1897, issued an order to all Commissioners of Customs "to do whatever may be locally necessary to give full effect to the spirit of the Legation's request and the Yamen's reply." (Ex. 3).

On May 5th, 1898, after the outbreak of war between the United States of America and Spain, the Inspector-General of Customs, again, at the direction of the Tsungli Yamen, issued a circular to the Commissioners calling attention to the Neutrality Proclamation of China, and ordering them to issue special local proclamations, enjoining the strictest neutrality. The British Government, having regard to the second rule of the conditions precedent to the Treaty of Washington, "A neutral Government is bound not to permit or suffer either belligerent to make use of its ports or waters for the purpose of the renewal or augmentation of military supplies or arms," had adopted stringent regulations to prevent the use of Hongkong as a military base for either belligerent. No arms could be shipped therefrom direct to Luzon. Dealers in arms might, however, ship arms from the depôts in Hongkong to a Chinese Port and thence attempt to take them to Luzon. It was thereupon incumbent on the Chinese Government "if it wished to enjoy the rights of a neutral state, to see to it that its territory should not be made a point of departure of hostile expeditions against either belligerent." (Inst. Int. Law, 1875). This duty fell especially on the Commissioners of Customs at the various ports. They are the officers most generally used in all countries to enforce neutrality. (Bayard, May 28th, 1885). In most Chinese ports, moreover, the Commissioner of Customs is the only responsible official of the Chinese Government with knowledge of foreign affairs and international law. He is the natural advisor of the Chinese officials in all such matters.

The responsibility of preventing shipment of arms is peculiarly direct in China. The general trade in arms is prohibited by treaty and permission to export arms can only be given by the Chinese Government in individual cases. Arms are not an article of general commerce dealt in continually and without interference by the Government beyond the ordinary precautions taken for safety. As each transaction can only be made by express permission of the Authorities, so these Authorities must see to it that such permission is not used to the detriment of a friendly State. This duty lies on every member of the service. When the Commissioner of Customs at Canton received the permit from the *Hoppo* to export these arms, he would have been derelict in his duty to the Chinese Government had he not have held such permit until he could call the attention of the Viceroy to the danger of clearing the *Abbey* with arms; and to the suspicions aroused by the fact that clearance was asked for Singapore under a *huchow* implying clearance to Hongkong.

In this particular case the arms came from Hongkong to the Authorities in Canton by the regular river steamers. Immediately following came an empty steamer under the British flag in the name of one Grimes, an employee of Spitzel & Co. Grimes and this steamer had had trouble at Hongkong with the British Authorities over an attempted shipment of arms. Grimes transferred the steamer to Sylvester, a member of the firm of Spitzel & Co., his employers. Sylvester being an American, the vessel was put under the American flag. When a portion of the arms had been "rejected" Sylvester accepted the rejection; and "a purchaser having been found in Hongkong," asked clearance of the vessel and arms to Singapore. The Collector of Customs, refusing this clearance, offered to allow the rejected arms to go back to Hongkong by the regular Canton-Hongkong steamers, or by a Chinese man-of-war; thus protecting China against a possible infraction of her neutrality, and not causing any expense to Sylvester in getting the arms to his "purchaser in Hongkong." But Sylvester was only content with clearance to Singapore. After the Commissioner had received final instructions from the Viceroy, Sylvester gave the bond in question on the condition that the vessel should be cleared for Singapore. The vessel, thus cleared, sailed, leaving Mr. Sylvester in Canton. Eitel says

Sylvester was the only one competent to order where the vessel should go. Ezal says that he went on board as a bona-fide passenger for Singapore and was taken to Luzon against his will. He, however, did not afterwards go to Singapore. The captain of the *Abbey* says that all the Europeans on board knew before the *Abbey* left Canton that she would go direct to Luzon, and that Mr. Ezal went to instruct the insurgents in the use of the Maxim guns which were a part of the cargo, and that he did in fact so instruct them. The facts of the ship's career after leaving Canton amply justify Mr. Drew's suspicions and his wisdom in taking especial precautions in regard to this shipment, which actually proves to have been conceived as a deceit against the Chinese Authorities and a deliberate attempt to evade the Chinese neutrality regulations.

Mr. Drew testifies positively that he received instructions in writing from the Viceroy, the highest Chinese authority of that region, on August 21st, to demand the bond which was given on August 25th (Ex. 4). No positive contradiction of this is offered but only a purported translation of a letter from the Governor (Ex. 5), of the same tenor, the original of which it is claimed, was dated Sept. 2nd. By its own terms however it could not have been written on Sept. 2nd. (See note thereto.) But Mr. Drew puts in the original of the letter from the Viceroy, dated August 21st, and his own date mark of receipt (Aug 21st) made, he says, at the time. I see no reason to doubt that the fact is as Mr. Drew states it: viz., that this letter from the Viceroy was received on August 21st.

It is plain, therefore, that China was not only under the general obligations of neutral nations, but also that special agreements had been made to have the Viceroys and the Customs officers use every diligence to prevent shipments of arms to the Philippine rebels from Chinese ports. The circumstances surrounding this shipment were such as to arouse suspicions in the mind of Mr. Drew and in the mind of the Viceroy as soon as he understood them; which suspicions events justified. These arms could only be exported by special permission of the Chinese Government, as a favor and not as a right. It follows that the Chinese Government was competent to dictate the terms on which it would give such permission. Such terms were laid down in the instructions given the Commissioner of Customs by the Viceroy. The Commissioner of Customs in exacting this bond then was acting under, and in conformity to, the instructions of the Viceroy and the agreements and engagements of the Chinese Government. The conditions of the bond have not been fulfilled.

I therefore give my decision in favor of the Plaintiff, E. B. Drew, Commissioner of the Imperial Maritime Customs of China, and against W. F. Sylvester, individually and as a member of the firm of Spitzel & Co., surety on said bond, in the full amount of the penalty of the bond dated August 25th, 1898 (15,000 Kuping taels) with interest at four per cent per annum from Oct. 27th, 1898, to date of payment of this judgment; and for the Court costs in this case and for the Referee's costs. Interest shall be credited on above judgment at four per cent per annum on any sum or sums now in the hands of the Chinese Government and owing to said Sylvester and held as security for this bond, said interest to be figured from such time as said sum or sums were due.

JOHN GOODNOW.
Referee.

Shanghai, 19th June, 1899.
Approved 26 June, 1899.

H. T. SMITH,
U.S. Vice-Consul in Charge, Canton.

EXHIBIT 1.

His Excellency Tan, Junior Guardian of the Heir Apparent, with button of the First Rank, President of the Board of War; and Governor-General of the Two Kuangs, to the Commissioner of the Imperial Maritime Customs at Canton.

In reply to the report sent in by the Commissioner of Customs with reference to an application from Mr. Sylvester to export 500,000 cartridges and 500 rifles per s.s. *Abbey*?—I beg to state that the U. S. Consul in his despatch received yesterday asked me to grant a *Hao ow* (i.e. a permit) to export the above (cartridges and rifles).

Finding that the rumors about cessation of hostilties between the U. S. of America and Spain are not an idle report, the laws of neutrality will not be infringed, if Mr. Sylvester really intends transhipment to Singapore; and there being a possibility of trouble arising if kept any length of time in the Interior, the Commissioner of Customs should make enquiries of Mr. Sylvester, and if the latter will give reliable security that the rifles and ammunitions shall go to Singapore and to *no other place*, and procure a certificate from the Chinese Consul of that port vouching for their arrival; then a permit for export can be granted; but if no security is forthcoming, or if there is an uncertainty as to the port of destination, there may be a risk of infringing the laws of neutrality, in which case it would be better to order reshipment to Hongkong, or to allow temporary storage in Canton, until news is confirmed as to the cessation of hostilities between the U. S. of America and Spain, when reshipment can be allowed. Dated the 5th day of the 7th Moon, in the 24th year of "Kwangshu."

(Aug. 21st, 1889.)

Translated by the U. S. Interpreter, Stephen P. Barchet.

I hereby certify this to be a true copy of the original on file with me, as translated by S. P. Barchet, Interpreter U. S. Consulate General, Shanghai,

JOHN GOODNOW.

On the original Chinese document is in pencil, "Recd 21st Aug, 1898."

EXHIBIT 2.

BOND.

Know all men by these presents that I, W. F. Sylvester, of the firm of Louis Spitzel & Co., for and on behalf of myself and of the said firm, am held and firmly bound unto Edward B. Drew, Esq., Commissioner of Customs at Canton, China, in the sum of fifteen thousand Kuping taels of good and lawful sycee silver, to be paid to the said Edward B. Drew, his heirs and successors, for which payment to be well and truly made, I bind myself and the said Louis Spitzel & Co. my, and their heirs, executors and administrators, and every of them, firmly by these presents sealed with my seal. Dated this twenty-fifth day of August A. D., one thousand eight hundred and ninty-eight.

Whereas, the above-bounden W. F. Sylvester has this day applied for a Customs permit to ship five hundred Mauser Rifles and five hundred thousand Mauser cartridges by the American steamer *Abbey*, now lying at the port of Canton in China, and has undertaken that the rifles and cartridges aforesaid shall without delay after shipment be conveyed on board the said Steamer *Abbey* direct to the port of Singapore and to no other place, and that he, the said W. F. Sylvester will produce before the Commissioner of Customs at Canton at Canton within six weeks from the date of this bond from the Consul of the the United States at Singapore official proof that the arms and cartridges aforesaid have been duly conveyed in the steamer aforesaid to Singapore; and whereas, the said Edward B. Drew, Commissioner of Customs at Canton, has granted and issued to the said W. F. Sylvester the permit to ship as aforesaid.

Now the condition of this obligation is such that if the above-bounden W. F. Sylvester shall by himself or by his agent produce and deliver to the Commissioner of Customs at Canton, China, within the period of six weeks from the date of this bond a certificate signed and sealed by the Consul of the United States at the port of Singapore to the effect that the five hundred rifles and Five Hundred Thousand cartridges afordsaid have duly arrived on board the steamer *Abbey* at the port of Singapore, then this obligation to be void; otherwise to be and remain in full force and virtue.

W. F. SYLVESTER.

(Seal)

Signed and sealed in the presence of this 25th day of August, 1898.

EDWARD BEDLOE,
U.S. Consul, Canton, China

I hereby certify this to be a true copy of the original on file with me,

JOHN GOODNOW.

EXHIBIT 3.

Circular No. 759

Second series.

Inspectorate-General of Customs,

Peking, 4th January, 1897.

SIR,—In connection with the disorder at present prevailing in the Philippine Islands, the Spanish Legation has requested the Yamen to take steps to prevent supplies of arms and munitions from being sent there from Chinese Ports, and the Yamen has of course consented. I enclose copy of the Yamen's despatch, and have to instruct you to do whatsoever may be locally necessary to give full effect to the spirit of Legation request and Yamen reply.

I am,
Sir,
Your obedient servant,
(Signed) ROBERT HART,
Inspector-General.

The Tsungli Yamen to the Inspector General

December 27th, 1896.

SIR,—On the 25th of December we received a despatch from the Spanish Minister stating that a body of rebels were fighting against the Government in the Philippine Islands and that the Spanish Foreign Office had telegraphed that the Tsungli Yamen should be asked to arrange that no arms or any munitions of war should be allowed to be conveyed from Chinese ports or any point on the Chinese coast to the Philippine Islands. We regard it as most reasonable that the export of munitions of war to assist rebels in any neighboring country should be prohibited and now having received this request from the Spanish Minister resident in Peking we now ask you, the Inspector-General of Customs, to issue an order strictly prohibiting the export of munitions of war to the Philippine Islands. Will you also order a secret search to be made at each Custom House. If such export should occur each Custom House should act vigorously as the treaties direct in the treatment of the exporters. With enclosure.

Copy of the Spanish Minister's despatch.

The Spanish Minister begs to state for the information of the Tsungli Yamen that a body of rebels are in arms against the Government in the Philippine Islands. Fighting with arms they imperil the peace of the natives of the Islands and of the foreign residents. The Spanish Government has been using its utmost strength to put down the insurrection. The Spanish Minister has just received a telegram from the Foreign Minister of the Home Government directing him to confer with the Tsungli Yamen and obtain their consent to put in force strict orders to prohibit the export of munitions of war from all Chinese ports and all points of the Chinese coast, to the Philippine Islands. He requests therefore that the Honorable Tsungli Yamen will issue an order to the Viceroys of Chekiang, Fukien and Canton, as also to the Nanyang and

Peiyang Viceroys, and to the Inspector General of Customs, to take effective measures to prevent the export of munitions of war to the Philippine Islands from places under their jurisdiction. If this is done, the rebellion will be without support and will be easily brought to an end. Thus the peaceful relations of Spain and China will be greatly promoted.

Further England and other countries have secured by express regulations the prohibition of the export of munitions of war from China to other countries in Asia. The Spanish Minister is fully aware that the Honourable Tsungli Yamen is first in its dealings in all matters of public interest and is desirous to promote harmony and peace. He begs also to remind them that Chinese residents in the Phili, pine Islands will greatly benefit by such action. The insurrection will be brought to an end and the lives and property of the Chinese inhabitants will be released from danger. He therefore very urgently requests the Chinese Government as promptly as possible to do what he asks and forward him an affirmative reply to this despatch. A necessary communication.

Copy of the reply of the Tsungli Yamen to a Despatch of the Spanish Minister.

25th December, 1896.

SIR,—On the 25th of December we received from you a communication in which you state that in the Philippine Islands a rebellion at present exists and that the Foreign Minister of your country has by telegram directed you to confer with the Chinese Government in order to obtain their consent to prohibit the export of munitions of war from Chinese ports and all points on the Chinese coast to the Philippine Islands. You also requested us to instruct the Viceroys of Chekiang, Fukien and Canton as well as the Nanyang Viceroys and the Inspector-General of Customs to prohibit effectively such export. You added that Chinese residents in the Philippine Islands will obtain great benefit from such prohibition. On this we observe that the request of the Foreign Minister of your country that China should prohibit the export of munitions of war to the Phillipine Islands is in accordance with International Law An order has been sent by this Yamen to the Viceroys of Chekiang and Fukien and the two Kwang provinces, as also to the Nanyang and Peiyang Viceroys and to the Inspector-General of Customs. to institute an effective prohibition with a view to the early restoration of peace and order in the Phili, pine Islands. As to the Chinese residents in the Islands, we trust that your honourable country will effectively protect them from any danger to which they may be exposed. A necessary communication.

I hereby certify this to be a true copy of the original on file with me,

John Goodnow.

EXHIBIT 4.

Tientsin, 17th May, 1899.

Hon. JOHN GOODNOW,
Consul General of the United States of America.

SIR,—At the recent *Abbey* hearing in Shanghai you requested me to produce two documents; these were

1.—The *Hu-how* or Pass issued by the Chinese Provincial Authority at Canton authorising certain munitions of war to be shipped by Sylvester, which document I refused to honour on the 5th August, 1898, when it was presented at the Customs House; and

2.—The Viceroy's despatch to me authorizing me to require a Bond from Sylvester as condition of allowing the *Abbey* to ship the munitions of war.

3.—As regards 1.

I cannot produce the first of these documents It was not retained at the Customs House because it was not honoured; so far as I know it was handed back at the time to Sylvester or to his agent. I can and do herewith, produce, however, the U.S. Consul's despatch to the *Hoppo* in which the aforesaid *huchow* was applied for, and I also produce the *Hoppo's office draft* of the said *huchow* as issued in response to the Consul's application. Both these documents I saw at the *Hoppo's* Yamen early on the 6th August 1898. (Both documents rejected by Referee).

I herewith hand you the despatch in question. It bears in pencil the foreign date of receipt by me written at that time in my handwriting, as well as the foreign date (in pencil) corresponding to the Chinese date,—also in my handwriting and written at the time. (Aug. 21st, 1898.)

I have the honor to be
Sir,
Your obedient servant,

E. B. DREW.

I hereby certify that this is a true copy of the original on file with me,

JOHN GOODNOW.

EXHIBIT 5.

Translation of despatch from the Governor to the Customs.

"We have received a despatch from the Commissioner of Customs asking us whether Sylvester shall be permitted to ship the 500,000 cartridges and 500 rifles by the s.s. *Abbey* and also a letter from the United States Consul yesterday requesting the issue of a permit authorising their reshipment."

"It is said that the Spanish-American war is ended, a report which cannot be untrue. If he exports his goods to Singapore there will be no contravention of International law. If they are detained here long they may be the means of creating trouble."

"The Commissioner of Customs should request Sylvester to produce a reliable bondsman to guarantee the landing of his goods at Singapore and nowhere else, and of his obtaining a receipt from the Chinese Consul at that port. If he could not produce such a bondsman and is not certain where he will eventually send his goods he may infringe the laws of neutrality. Under the circumstances we should demand the re-shipment to Hongkong or detain them here until we receive official notice of the closing of the Spanish-American war when he then will be permitted to re-export them."

"This is our reply to you and the instructions herein contained you will observe and follow."

N. B.—This is the despatch referred to in Mr. Sit Ming Cook's statements re his conversation with Mr. Wong, Foreign Sec'ty of the Viceroy of the Two Kwangs. This despatch was written under date of Sept. 2nd, 1898, and received by the Customs and marked by them as follows:

"Despatch * 183 received September 3rd, 1898." This would be nine days after the Bond had been executed.

Translator.

I hereby certify that this is a true copy of the original on file with me,

JOHN GOODNOW.

Note.—This document, it is claimed, was dated September 2, 1898. In it is a reference to "a letter from the U.S. Consul yesterday requesting the issue of a permit authorizing their reshipment." This refers to the arms which actually left Canton on the *Abbey*, Aug. 25th, 1898. How is it possible that the Consul would be asking on Sept. 1st for a permit for a shipment made Aug 25th.

This document itself contradicts the statement as to its date.—J. G.

The Shanghai Mercury.

Established 1879.

WEDNESDAY, JUNE 28, 1899.

THE CHINESE GOVERNMENT AND THE EXPORTATION OF ARMS.

THE Hon. JOHN GOODNOW, the U.S. Consul-General at Shanghai, has just decided a case of considerable importance to the country he represents in its relations with China concerning the traffic in arms and munitions of war. The case was that of a claim made by Mr. E. B. DREW, a citizen of the United States and Commissioner of the Imperial Chinese Maritime Customs at Canton, against Mr. W. F. SYLVESTER of the firm of SPITZEL & Co., locally identified with the Chinese Corporation, Ltd., now in voluntary liquidation. The full report of the case, and the judgment have appeared in our columns and the principal incidents are no doubt fresh in the minds of our readers. The case came before Mr. GOODNOW as Referee, it having been referred to him on agreement between the two parties for his hearing and decision from the U.S. Consular Court at Canton, and in the event of dissatisfaction with his judgment by either party there remained the option of appeal to the U.S. Circuit Court of California. In his judgment the Referee reviewed the facts of the case which had been placed before him, and the able arguments of the Counsel, Mr. H. P. WILKINSON for the plaintiff and Mr. W. A. C. PLATT for the defence. The judgment was undoubtedly the result of careful consideration, and we are of opinion from the facts before him that Mr. GOODNOW could not possibly have arrived at any other conclusion. The judgment is ably expressed, lucid in argument and sound in law.

The facts of the case were briefly that the defendant imported certain arms and munitions of war into Canton, part of which were ordered by the Viceregal Authorities there. As the Chinese rejected a part of the shipment the defendant desired to remove them. In this the defendant had every right to demand, but the question arose as to the ultimate destination of this surplus. At this period hostilities between the United States and Spain had ceased and the troops of the former were in possession of Manila. But it was apparent to every foreign resident in the Philippines, with any knowledge of the native character, that although trouble between the Americans and Spanish had ceased on Filipino soil, hostilities were likely to commence at any moment between the Filipinos and their new masters. The Filipino army checked in the full flush of a final victory over their hereditary foes by American intervention, were smarting under this, and other grievances resulting from what they considered to be broken promises regarding their autonomy on the part of the United States representatives. He who ran could read that all the Filipinos desired after the forcible prevention of their entry into Manila, were sufficient funds and arms to attempt to wrest from the Americans the fruits of their successful attacks on the Spanish. Shortly afterwards, hostilities did actually commence between the Filipinos and the Americans, which at the present moment still continue, and for which the Americans have to thank their own officials who bungled so completely the business in the beginning. The threatening attitude of affairs was apparent to Mr. DREW whose suspicion as to the ultimate destination of the surplus arms was aroused, and he acted in the case as a conscientious official, influenced perhaps with feelings of patriotism, would act. The defendant said he wished to take the arms to Singapore, a place which any individual would know

would offer no market for Maxim guns and Mauser rifles. Consequently, acting in full accordance with the instructions of his superior officer, Sir ROBERT HART—made in response to the application of the Spaniards when they possessed the Philippines — he demanded a bond from the defendant. In this, apart from those official instructions, the Chinese Authorities on his advice were acting plainly within the duties of a neutral power, as the Filipinos have never been recognised as belligerents. The defendant accepted the bond without demur and—broke it. The evidence of the captain of the steamer *Abbey*, which conveyed the arms, was conclusive that the arms were never intended for Singapore, but for the Philippines, and the ship was caught red-handed by the U.S.S. *McCulloch* when landing them at the Philippines. The solution of the matter to any business man is easy. As far as supplying the Filipinos with arms is concerned, at that period the defendant was doubtless not infringing technically any law, as the Filipinos then were not belligerents against the United States. But anyone must have known that the Filipinos did not want these weapons to stock a military museum. The only people they could possibly use them against would be the Americans. It was a smart business deal and would have ended successfully had Mr. DREW possessed less discretion and less patriotism, a quality which the defendant firm seems strikingly to have wanted. The Chinese Government, as Mr. GOODNOW pointed out in his judgment, were acting well within their rights and duties in demanding such a bond and public opinion will cordially endorse such a decision. So much for the case itself.

The effect of the decision of Mr. GOODNOW reaches much beyond the mere fact of being judgment for the plaintiff with the penalty of the bond and the costs of the suit. Hitherto the American forces at Manila have had to fight against Filipinos well armed with modern rifles and guns, and it is no secret that the majority of these arms have been landed in the Philippines from Chinese ports. When U.S. Consular officials have received information that cargoes of weapons were about to be shipped from China, their urgent protests to the Chinese Authorities have been the means of stopping shipments. But when the U.S. officials, through want of knowledge, have been ignorant of such contraband runs, the Chinese officials have likewise been blind to these shipments, though no doubt well aware of such. It is in this respect that Mr. GOODNOW has scored such an important point. On the strength of that judgment the officers of the Imperial Maritime Customs of China must necessarily do all in their power to stop shipments of arms to suspicious destinations. It has been decided on the motion of the Customs that China is liable for any shipments of arms, which get to the Phillipines through lack of diligence or honesty on the part of the Customs or the Chinese officials. Therefore the judgment in the DREW *v.* SYLVESTER case will be the means of checking the chief source of supply of arms and warlike material that the Filipinos have possessed.

Endorsed

"In the Court of the United States Consulate, Canton China. June 26 1899- Between E B Drew, Petitioner and W A Worster, defendant + Received. filed and accepted +. Judgment given in the award in favor of the Plaintiff. E B Drew Commissioner of the Imperial Maritime Customs of China for fifteen thousand Kuping taels with interest at four per cent per annum from October 27 1898 to date of payment of this judgment and further costs of Court and reference -

signed Hubbard T Smith
Assistant in charge
acting judicially"

a true copy
Chas Goodnow
Consul General
Shanghai
July 3 1899-